



# Kane County

## KC Administration Committee

### Agenda

Government Center  
719 S. Batavia Ave., Bldg. A  
Geneva, IL 60134

KIOUS, Juby, Arroyo, Berman, Garcia, Gumz, Young, ex-officios Roth (County Vice Chair)  
and Pierog (County Chair)

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**Wednesday, July 9, 2025**

**10:30 AM**

**County Board Room**

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#### **2025 Committee Goals**

- Invest in the county capital assets through the Five-Year Capital Plan using capital and American Rescue Plan funding to replace major mechanical systems including heating, air conditioning, fire safety, and water systems identified for replacement by condition assessments.
  - Invest in scheduled lifecycle replacement of county computer systems, network infrastructure, and telephone systems.
  - Upgrade and maintain all county software, applications, and databases to provide continuity of operations for the county offices and departments and the visiting public.
  - Provide a secure computing and online environment for the county offices and departments and the visiting public.
  - Update and maintain the Five-Year Capital Plan, Facilities Condition Assessments, and Building Utilization Assessments.
  - Promote the county's ability to license fiber optic network infrastructure assets for the development of Kane County.
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1. **Call To Order**
  2. **Roll Call**
  3. **Remote Attendance Requests**
  4. **Approval of Minutes: June 11, 2025**
  5. **Public Comment**
  6. **Finance Report**
    - A. Monthly Finance Reports
  7. **Executive Director's Report (R. Fahnestock)**
  8. **Building Management (K. Harris)**
    - A. **Resolution:** Authorizing a Contract Extension for Kane County Generator Maintenance Services for the Building Management Department with Midwest Power Industry Incorporated (BID# 23-046)
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- B. Resolution:** Authorizing a Contract Extension with M/M Peters Construction, Inc. for Kane County Concrete Services for the Building Management Department and the Mill Creek Special Service Area (BID# 23-041)
- C. Resolution:** Authorizing a Contract for Kane County Building Management Department Flooring Improvement Project with R.C. Wegman (BID# 25-024-TL)
- D. Resolution:** Authorizing Purchase of Office Furniture, Furnishings, and Services for the Kane County Building Management Department with Tayco Office Furnishings, Inc. (Contract# 240301)

- 9. Information Technologies (C. Lasky)**
- 10. Geographic Information Systems (K. Lebo)**
- 11. Mill Creek SSA (R. Fahnestock)**
- 12. Vehicles**
- 13. New Business**
- 14. Old Business**
- 15. Reports Placed On File**
- 16. Executive Session**
  - A. Release of Closed Session Minutes
- 17. Open Session**
  - A. Vote on Release of Closed Session Minutes
- 18. Adjournment**

STATE OF ILLINOIS )

SS.

COUNTY OF KANE )


















































**FINANCE REPORT NO. TMP-25-812**

**MONTHLY FINANCE REPORTS**

Committee Revenue Budget Report - by Account Detail

Through June 30, 2025 (58.3% YTD)

\*2020, 2021, 2022, 2023 Actual Full Fiscal Year \*\*2024 (DRAFT)

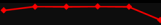













































Department / Fund / Account Classification	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount*	2024 Actual Amount**	2025 Actual Amount	2025 Amended Budget	2025 Adopted Budget	2025 YTD% Actual/Budget	2020 - 2025 Trend
060 Information Technologies	\$ 2,845,395	\$ 3,349,568	\$ 2,640,902	\$ 2,623,525	\$ 3,124,997	\$ 2,483,020	\$ 3,443,213	\$ 3,349,312	72.1%	
001 General Fund	\$ 1,018,313	\$ 1,114,650	\$ 1,151,772	\$ 1,208,784	\$ 1,385,794	\$ 893,289	\$ 1,053,234	\$ 1,053,234	84.8%	
Revenue	\$ 1,018,313	\$ 1,114,650	\$ 1,151,772	\$ 1,208,784	\$ 1,385,794	\$ 893,289	\$ 1,053,234	\$ 1,053,234	84.8%	
Other	\$ 124,770	\$ 143,335	\$ 98,380	\$ 157,673	\$ 154,118	\$ 76,815	\$ 167,215	\$ 167,215	45.9%	
38900 - Miscellaneous Other	\$ 124,770	\$ 143,335	\$ 98,380	\$ 157,673	\$ 154,118	\$ 76,815	\$ 167,215	\$ 167,215	45.9%	
Transfers In	\$ 767,608	\$ 767,608	\$ 790,924	\$ 778,306	\$ 841,230	\$ 771,118	\$ 787,085	\$ 787,085	98.0%	
39000 - Transfer From Other Funds	\$ 767,608	\$ 767,608	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
39001 - Transfer from General Fund 001	\$ -	\$ -	\$ -	\$ 17,478	\$ -	\$ -	\$ -	\$ -	0.0%	
39010 - Transfer from Insurance Liability Fund 010	\$ -	\$ -	\$ 3,575	\$ 4,078	\$ 3,981	\$ 4,935	\$ 4,935	\$ 4,935	100.0%	
39101 - Transfer from Geographic Information Systems Fund 101	\$ -	\$ -	\$ 31,282	\$ 33,616	\$ 34,585	\$ 32,775	\$ 32,775	\$ 32,775	100.0%	
39120 - Transfer from Grand Victoria Casino Elgin Fund 120	\$ -	\$ -	\$ 2,689	\$ 1,622	\$ 1,253	\$ 1,464	\$ 2,177	\$ 2,177	67.2%	
39127 - Transfer from Judicial Technology Sales Tax Fund 127	\$ -	\$ -	\$ 25,000	\$ 35,196	\$ 13,370	\$ 8,709	\$ 8,709	\$ 8,709	100.0%	
39150 - Transfer from Sales Tax Automation Fund 150	\$ -	\$ -	\$ -	\$ 4,370	\$ 2,971	\$ 5,806	\$ 5,806	\$ 5,806	100.0%	
39160 - Transfer from Vital Record Automation Fund 160	\$ -	\$ -	\$ 1,955	\$ 1,515	\$ 594	\$ 2,032	\$ 2,032	\$ 2,032	100.0%	
39197 - Transfer from Foreclosure Mediation Fund 197	\$ -	\$ -	\$ -	\$ 2,913	\$ -	\$ -	\$ -	\$ -	0.0%	
39200 - Transfer from Court Automation Fund 200	\$ -	\$ -	\$ 25,137	\$ -	\$ 23,770	\$ 17,418	\$ 17,418	\$ 17,418	100.0%	
39201 - Transfer from Court Document Storage Fund 201	\$ -	\$ -	\$ 36,309	\$ -	\$ 11,885	\$ 11,612	\$ 11,612	\$ 11,612	100.0%	
39202 - Transfer from Child Support Fund 202	\$ -	\$ -	\$ 11,172	\$ -	\$ 5,942	\$ 5,806	\$ 5,806	\$ 5,806	100.0%	
39203 - Transfer from Circuit Clerk Admin Services Fund 203	\$ -	\$ -	\$ 13,965	\$ -	\$ 8,914	\$ 8,709	\$ 8,709	\$ 8,709	100.0%	
39204 - Transfer from Circuit Clerk Electronic Citation Fund 204	\$ -	\$ -	\$ 8,379	\$ -	\$ 5,942	\$ 5,806	\$ 5,806	\$ 5,806	100.0%	
39250 - Transfer from Law Library Fund 250	\$ -	\$ -	\$ 5,585	\$ 5,826	\$ 2,971	\$ 2,903	\$ 2,903	\$ 2,903	100.0%	
39269 - Transfer from KaneComm Fund 269	\$ -	\$ -	\$ 108,445	\$ 110,973	\$ 105,650	\$ 63,866	\$ 63,866	\$ 63,866	100.0%	
39290 - Transfer from Animal Control Fund 290	\$ -	\$ -	\$ 30,719	\$ -	\$ 38,626	\$ 37,739	\$ 37,739	\$ 37,739	100.0%	
39300 - Transfer from County Highway Fund 300	\$ -	\$ -	\$ 172,588	\$ 184,111	\$ 183,293	\$ 180,216	\$ 180,216	\$ 180,216	100.0%	
39302 - Transfer from Motor Fuel Tax Fund 302	\$ -	\$ -	\$ 92,169	\$ 104,868	\$ 109,934	\$ 107,411	\$ 107,411	\$ 107,411	100.0%	
39350 - Transfer from County Health Fund 350	\$ -	\$ -	\$ 175,936	\$ 180,606	\$ 191,345	\$ 186,953	\$ 186,953	\$ 186,953	100.0%	
39351 - Transfer from Kane Kares Fund 351	\$ -	\$ -	\$ 13,963	\$ 17,478	\$ 18,124	\$ 17,708	\$ 17,708	\$ 17,708	100.0%	
39355 - Transfer from American Rescue Plan Fund 355	\$ -	\$ -	\$ -	\$ 5,826	\$ 5,942	\$ 11,612	\$ 11,612	\$ 11,612	100.0%	
39380 - Transfer from Veterans' Commission Fund 380	\$ -	\$ -	\$ -	\$ 12,368	\$ 11,885	\$ 14,515	\$ 14,515	\$ 14,515	100.0%	
39400 - Transfer from Economic Development Fund 400	\$ -	\$ -	\$ -	\$ 4,370	\$ 2,228	\$ 2,177	\$ 2,177	\$ 2,177	100.0%	
39401 - Transfer from Community Development Block Grant Fund 401	\$ -	\$ -	\$ 6,721	\$ 4,456	\$ 4,412	\$ 2,501	\$ 7,112	\$ 7,112	35.2%	
39402 - Transfer from HOME Program Fund 402	\$ -	\$ -	\$ 2,390	\$ 2,501	\$ 1,552	\$ 585	\$ 2,758	\$ 2,758	21.2%	
39404 - Transfer from Homeless Management Info Systems Fund 404	\$ -	\$ -	\$ 2,688	\$ 2,951	\$ 3,677	\$ 1,144	\$ 4,790	\$ 4,790	23.9%	
39406 - Transfer from OCR & Recovery Act Programs Fund 406	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
39409 - Transfer from Continuum of Care Planning Grant Fund 409	\$ -	\$ -	\$ 1,344	\$ 1,524	\$ 2,070	\$ 1,996	\$ 1,597	\$ 1,597	125.0%	
39410 - Transfer from Elgin CDBG Fund 410	\$ -	\$ -	\$ 3,137	\$ 1,466	\$ 1,362	\$ 931	\$ 4,500	\$ 4,500	20.7%	
39412 - Transfer from Emergency Rental Assistance #2 Fund 412	\$ -	\$ -	\$ -	\$ 3,303	\$ 9,887	\$ 3,566	\$ 2,903	\$ 2,903	122.8%	
39413 - Transfer from CDBG-CV Fund 413	\$ -	\$ -	\$ -	\$ 821	\$ 2,097	\$ -	\$ 1,161	\$ 1,161	0.0%	
39414 - Transfer from Home - ARP Fund 414	\$ -	\$ -	\$ -	\$ 2,091	\$ 6,373	\$ 3,779	\$ 4,935	\$ 4,935	76.6%	
39415 - Transfer from Homeless Prevention Program Fund 415	\$ -	\$ -	\$ 8,962	\$ 2,716	\$ -	\$ -	\$ -	\$ -	0.0%	
39420 - Transfer from Stormwater Management Fund 420	\$ -	\$ -	\$ 279	\$ 262	\$ 267	\$ 261	\$ 261	\$ 261	100.0%	
39430 - Transfer from Farmland Preservation Fund 430	\$ -	\$ -	\$ 1,396	\$ 3,641	\$ 2,228	\$ 2,177	\$ 2,177	\$ 2,177	100.0%	
39520 - Transfer from Mill Creek Special Service Area Fund 520	\$ -	\$ -	\$ 3,351	\$ 23,496	\$ 23,090	\$ 23,019	\$ 23,019	\$ 23,019	100.0%	
39650 - Transfer from Enterprise Surcharge Fund 650	\$ -	\$ -	\$ 1,788	\$ 1,864	\$ 1,010	\$ 987	\$ 987	\$ 987	100.0%	
Charges for Services	\$ 125,935	\$ 203,707	\$ 262,467	\$ 272,805	\$ 390,446	\$ 45,355	\$ 98,934	\$ 98,934	45.8%	
34020 - Computer Services Fees	\$ 125,935	\$ 203,707	\$ 262,467	\$ 272,805	\$ 390,376	\$ 45,355	\$ 98,934	\$ 98,934	45.8%	
34870 - GIS Mapping Fees	\$ -	\$ -	\$ -	\$ -	\$ 70	\$ -	\$ -	\$ -	0.0%	
101 Geographic Information Systems	\$ 1,522,325	\$ 1,849,269	\$ 1,190,471	\$ 1,040,002	\$ 1,416,883	\$ 1,289,694	\$ 1,982,421	\$ 1,888,520	65.1%	
Revenue	\$ 1,522,325	\$ 1,849,269	\$ 1,190,471	\$ 1,040,002	\$ 1,416,883	\$ 1,289,694	\$ 1,982,421	\$ 1,888,520	65.1%	
Interest Revenue	\$ 21,648	\$ (345)	\$ (17,399)	\$ 62,417	\$ 47,033	\$ 13,437	\$ 50,000	\$ 50,000	26.9%	
38000 - Investment Income	\$ 21,648	\$ (345)	\$ (17,399)	\$ 62,417	\$ 47,033	\$ 13,437	\$ 50,000	\$ 50,000	26.9%	



Committee Revenue Budget Report - by Account Detail  
Through June 30, 2025 (58.3% YTD)  
\*2020, 2021, 2022, 2023 Actual Full Fiscal Year \*\*2024 (DRAFT)

Department / Fund / Account Classification	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount*	2024 Actual Amount**	2025 Actual Amount	2025 Amended Budget	2025 Adopted Budget	2025 YTD% Actual/Budget	2020 - 2025 Trend
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 906,921	\$ 813,020	0.0%	
39900 - Fund Balance Utilization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 906,921	\$ 813,020	0.0%	
Reimbursements	\$ -	\$ 467	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
37900 - Miscellaneous Reimbursement	\$ -	\$ 467	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
Transfers In	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
39000 - Transfer From Other Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
Charges for Services	\$ 1,500,677	\$ 1,849,147	\$ 1,207,870	\$ 977,585	\$ 1,369,850	\$ 1,276,257	\$ 1,025,500	\$ 1,025,500	124.5%	
34010 - GIS Counter Sale Fees	\$ -	\$ -	\$ 970	\$ 360	\$ 170	\$ 160	\$ 500	\$ 500	32.0%	
34180 - GIS Fees	\$ 1,500,677	\$ 1,849,147	\$ 1,206,900	\$ 977,225	\$ 1,369,680	\$ 1,276,097	\$ 1,025,000	\$ 1,025,000	124.5%	
385 IL Counties Information Mgmt	\$ 1	\$ (0)	\$ 4,341	\$ 109	\$ 50	\$ 9	\$ 1,058	\$ 1,058	0.9%	
Revenue	\$ 1	\$ (0)	\$ 4,341	\$ 109	\$ 50	\$ 9	\$ 1,058	\$ 1,058	0.9%	
Interest Revenue	\$ 1	\$ (0)	\$ (59)	\$ 109	\$ 50	\$ 9	\$ 58	\$ 58	16.1%	
38000 - Investment Income	\$ 1	\$ (0)	\$ (59)	\$ 109	\$ 50	\$ 9	\$ 58	\$ 58	16.1%	
Charges for Services	\$ -	\$ -	\$ 4,400	\$ -	\$ -	\$ -	\$ 1,000	\$ 1,000	0.0%	
35400 - ICIM Association Fees	\$ -	\$ -	\$ 4,400	\$ -	\$ -	\$ -	\$ 1,000	\$ 1,000	0.0%	
390 Web Technical Services	\$ 304,755	\$ 385,649	\$ 294,318	\$ 374,631	\$ 322,270	\$ 300,028	\$ 406,500	\$ 406,500	73.8%	
Revenue	\$ 304,755	\$ 385,649	\$ 294,318	\$ 374,631	\$ 322,270	\$ 300,028	\$ 406,500	\$ 406,500	73.8%	
Interest Revenue	\$ 7,255	\$ 1,066	\$ (3,182)	\$ 17,131	\$ 24,770	\$ 7,528	\$ 14,000	\$ 14,000	53.8%	
38000 - Investment Income	\$ 7,255	\$ 1,066	\$ (3,182)	\$ 17,131	\$ 24,770	\$ 7,528	\$ 14,000	\$ 14,000	53.8%	
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ 100,000	0.0%	
39900 - Fund Balance Utilization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ 100,000	0.0%	
Transfers In	\$ 297,500	\$ 384,583	\$ 297,500	\$ 357,500	\$ 297,500	\$ 292,500	\$ 292,500	\$ 292,500	100.0%	
39000 - Transfer From Other Funds	\$ 297,500	\$ 384,583	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
39120 - Transfer from Grand Victoria Casino Elgin Fund 120	\$ -	\$ -	\$ 297,500	\$ 297,500	\$ 297,500	\$ 292,500	\$ 292,500	\$ 292,500	100.0%	
39355 - Transfer from American Rescue Plan Fund 355	\$ -	\$ -	\$ -	\$ 60,000	\$ -	\$ -	\$ -	\$ -	0.0%	
Grand Total	\$ 2,845,395	\$ 3,349,568	\$ 2,640,902	\$ 2,623,525	\$ 3,124,997	\$ 2,483,020	\$ 3,443,213	\$ 3,349,312	72.1%	

Committee Expense Budget Report - by Account Detail  
Through June 30, 2025 (58.3% YTD, 53.85% Payroll Expense through Pay Period Ending 06/7/2025)  
\*2020, 2021, 2022, 2023 Actual Full Fiscal Year \*\*2024 (DRAFT)

Department / Fund / Account Classification	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount*	2024 Actual Amount**	2025 Actual Amount	2025 Amended Budget	2025 Adopted Budget	2025 YTD% Actual/Amended Budget	2020 - 2025 Trend
060 Information Technologies	\$ 5,181,131	\$ 5,866,294	\$ 5,847,864	\$ 5,920,978	\$ 5,845,891	\$ 3,373,866	\$ 7,630,230	\$ 7,474,777	44.2%	
001 General Fund	\$ 3,449,128	\$ 3,564,272	\$ 3,944,438	\$ 4,095,163	\$ 4,067,554	\$ 2,134,543	\$ 5,240,251	\$ 5,178,699	40.7%	
Expenses	\$ 3,449,128	\$ 3,564,272	\$ 3,944,438	\$ 4,095,163	\$ 4,067,554	\$ 2,134,543	\$ 5,240,251	\$ 5,178,699	40.7%	
Personnel Services- Salaries & Wages	\$ 2,639,437	\$ 2,698,146	\$ 2,899,576	\$ 3,012,582	\$ 3,518,899	\$ 1,953,740	\$ 4,052,597	\$ 3,991,045	48.2%	
40000 - Salaries and Wages	\$ 2,777,868	\$ 2,799,147	\$ 2,945,311	\$ 2,978,990	\$ 3,485,504	\$ 1,934,220	\$ 3,990,117	\$ 3,928,565	48.5%	
40002 - Non-Union Wage Increase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
40003 - Cost of Living Increase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
40005 - New Position Budget Moved to Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
40007 - Equity Study Adjustments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
40009 - Salaries and Wages Subsidy	\$ (181,935)	\$ (131,547)	\$ (83,001)	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
40200 - Overtime Salaries	\$ 43,504	\$ 30,546	\$ 37,266	\$ 33,592	\$ 33,396	\$ 19,520	\$ 62,480	\$ 62,480	31.2%	
Personnel Services- Employee Benefits	\$ 429,542	\$ 470,051	\$ 510,979	\$ 586,448	\$ 652,652	\$ -	\$ 1,324,802	\$ 1,324,802	0.0%	
45000 - Healthcare Contribution	\$ 447,385	\$ 477,542	\$ 509,801	\$ 572,413	\$ 636,114	\$ -	\$ 720,649	\$ 720,649	0.0%	
45009 - Healthcare Subsidy	\$ (29,959)	\$ (20,483)	\$ (12,587)	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
45010 - Dental Contribution	\$ 13,105	\$ 13,593	\$ 14,089	\$ 14,034	\$ 16,538	\$ -	\$ 19,060	\$ 19,060	0.0%	
45019 - Dental Subsidy	\$ (990)	\$ (601)	\$ (324)	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
45100 - FICA/SS Contribution	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 303,524	\$ 303,524	0.0%	
45200 - IMRF Contribution	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 212,499	\$ 212,499	0.0%	
53010 - Workers Compensation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 69,070	\$ 69,070	0.0%	
Contractual Services	\$ 293,895	\$ 314,455	\$ 441,969	\$ 397,485	\$ 436,247	\$ 149,822	\$ 1,064,904	\$ 1,064,904	14.1%	
50150 - Contractual/Consulting Services	\$ 142,705	\$ 169,639	\$ 191,552	\$ 193,306	\$ 208,151	\$ 83,552	\$ 447,400	\$ 447,400	18.7%	
50235 - Public Health Services - Coronavirus	\$ -	\$ -	\$ 40,590	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
50340 - Software Licensing Cost	\$ 1,883	\$ 230	\$ -	\$ 76	\$ -	\$ -	\$ -	\$ -	0.0%	
52130 - Repairs and Maint- Computers	\$ 34,043	\$ 60,475	\$ 58,170	\$ 62,980	\$ 95,341	\$ 40,497	\$ 148,003	\$ 148,003	27.4%	
52140 - Repairs and Maint- Copiers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500	\$ 7,500	0.0%	
52150 - Repairs and Maint- Comm Equip	\$ 51,205	\$ 36,765	\$ 119,591	\$ 65,836	\$ 103,183	\$ 16,881	\$ 368,000	\$ 368,000	4.6%	
52230 - Repairs and Maint- Vehicles	\$ 2,731	\$ 2,430	\$ 1,553	\$ 2,340	\$ 3,811	\$ -	\$ 4,000	\$ 4,000	0.0%	
52240 - Repairs and Maint- Office Equip	\$ -	\$ 683	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
53040 - General Advertising	\$ -	\$ 67	\$ -	\$ 74	\$ -	\$ -	\$ 1,500	\$ 1,500	0.0%	
53100 - Conferences and Meetings	\$ 7,645	\$ 29,270	\$ 19,155	\$ 36,194	\$ 21,457	\$ -	\$ 40,000	\$ 40,000	0.0%	
53110 - Employee Training	\$ 52,629	\$ 14,034	\$ 9,589	\$ 35,586	\$ 3,402	\$ 8,858	\$ 45,501	\$ 45,501	19.5%	
53120 - Employee Mileage Expense	\$ 934	\$ 862	\$ 1,485	\$ 1,093	\$ 903	\$ 34	\$ 3,000	\$ 3,000	1.1%	
53130 - General Association Dues	\$ 120	\$ -	\$ 285	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
Commodities	\$ 86,255	\$ 81,619	\$ 91,913	\$ 98,649	\$ 112,408	\$ 30,982	\$ 122,750	\$ 122,750	25.2%	
60000 - Office Supplies	\$ 12,984	\$ 19,232	\$ 25,282	\$ 17,035	\$ 26,372	\$ 5,889	\$ 27,300	\$ 27,300	21.6%	
60020 - Computer Related Supplies	\$ 29,655	\$ 38,851	\$ 36,771	\$ 46,481	\$ 51,966	\$ 15,353	\$ 55,450	\$ 55,450	27.7%	
60050 - Books and Subscriptions	\$ 1,510	\$ 1,387	\$ 330	\$ 259	\$ -	\$ -	\$ -	\$ -	0.0%	
60060 - Computer Software- Non Capital	\$ 1,212	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
60110 - Printing Supplies	\$ 36,360	\$ 17,498	\$ 22,497	\$ 26,071	\$ 31,235	\$ 7,656	\$ 36,000	\$ 36,000	21.3%	
60265 - Public Health Commodities - Coronavirus	\$ -	\$ 94	\$ 2,535	\$ 4,960	\$ -	\$ -	\$ -	\$ -	0.0%	
60570 - Office Furniture - Non-Capital	\$ 3,450	\$ 2,600	\$ 1,806	\$ 1,569	\$ -	\$ -	\$ -	\$ -	0.0%	
63040 - Fuel- Vehicles	\$ 1,084	\$ 1,805	\$ 2,692	\$ 2,274	\$ 2,835	\$ 1,833	\$ 4,000	\$ 4,000	45.8%	
64000 - Telephone	\$ -	\$ 152	\$ -	\$ -	\$ -	\$ 252	\$ -	\$ -	0.0%	
Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
70060 - Communications Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
70070 - Automotive Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
Services	\$ -	\$ -	\$ -	\$ -	\$ (652,652)	\$ -	\$ (1,324,802)	\$ (1,324,802)	0.0%	







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45005 - Healthcare Contribution Contra Account	\$ -	\$ -	\$ -	\$ -	\$ (636,114)	\$ -	\$ (720,649)	\$ (720,649)	0.0%	
45015 - Dental Insurance Contra Account	\$ -	\$ -	\$ -	\$ -	\$ (16,538)	\$ -	\$ (19,060)	\$ (19,060)	0.0%	
45105 - FICA/SS Contribution Contra Account	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (303,524)	\$ (303,524)	0.0%	
45205 - IMRF Contribution Contra Account	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (212,499)	\$ (212,499)	0.0%	
53015 - Worker's Comp Contra Account	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (69,070)	\$ (69,070)	0.0%	
<b>101 Geographic Information Systems</b>	<b>\$ 1,550,965</b>	<b>\$ 1,605,818</b>	<b>\$ 1,528,759</b>	<b>\$ 1,561,570</b>	<b>\$ 1,497,445</b>	<b>\$ 1,061,112</b>	<b>\$ 1,982,421</b>	<b>\$ 1,888,520</b>	<b>53.5%</b>	
<b>Expenses</b>	<b>\$ 1,550,965</b>	<b>\$ 1,605,818</b>	<b>\$ 1,528,759</b>	<b>\$ 1,561,570</b>	<b>\$ 1,497,445</b>	<b>\$ 1,061,112</b>	<b>\$ 1,982,421</b>	<b>\$ 1,888,520</b>	<b>53.5%</b>	
<b>Personnel Services- Salaries &amp; Wages</b>	<b>\$ 722,995</b>	<b>\$ 749,673</b>	<b>\$ 749,172</b>	<b>\$ 698,418</b>	<b>\$ 757,069</b>	<b>\$ 365,084</b>	<b>\$ 835,046</b>	<b>\$ 779,425</b>	<b>43.7%</b>	
40000 - Salaries and Wages	\$ 735,728	\$ 749,325	\$ 748,569	\$ 698,161	\$ 756,609	\$ 364,965	\$ 834,046	\$ 778,425	43.8%	
40002 - Non-Union Wage Increase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
40003 - Cost of Living Increase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
40009 - Salaries and Wages Subsidy	\$ (13,368)	\$ (26)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
40100 - Part-Time Salaries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
40200 - Overtime Salaries	\$ 635	\$ 374	\$ 604	\$ 257	\$ 461	\$ 119	\$ 1,000	\$ 1,000	11.9%	
<b>Personnel Services- Employee Benefits</b>	<b>\$ 258,727</b>	<b>\$ 280,814</b>	<b>\$ 269,080</b>	<b>\$ 239,113</b>	<b>\$ 227,706</b>	<b>\$ 117,694</b>	<b>\$ 281,729</b>	<b>\$ 246,681</b>	<b>41.8%</b>	
45000 - Healthcare Contribution	\$ 128,499	\$ 133,962	\$ 138,204	\$ 130,547	\$ 118,738	\$ 56,205	\$ 149,160	\$ 127,290	37.7%	
45009 - Healthcare Subsidy	\$ (1,589)	\$ (2)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
45010 - Dental Contribution	\$ 4,250	\$ 4,646	\$ 4,393	\$ 3,899	\$ 3,661	\$ 1,706	\$ 4,108	\$ 3,689	41.5%	
45019 - Dental Subsidy	\$ (110)	\$ (0)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
45100 - FICA/SS Contribution	\$ 54,177	\$ 55,833	\$ 55,776	\$ 51,790	\$ 55,989	\$ 26,899	\$ 66,212	\$ 59,635	40.6%	
45109 - FICA/SS Subsidy	\$ (921)	\$ (2)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
45200 - IMRF Contribution	\$ 56,739	\$ 64,033	\$ 49,063	\$ 35,155	\$ 33,640	\$ 19,165	\$ 47,270	\$ 42,576	40.5%	
45209 - IMRF Subsidy	\$ (1,075)	\$ (2)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
53010 - Workers Compensation	\$ 18,756	\$ 22,346	\$ 21,645	\$ 17,722	\$ 15,678	\$ 13,720	\$ 14,979	\$ 13,491	91.6%	
<b>Contractual Services</b>	<b>\$ 447,360</b>	<b>\$ 509,005</b>	<b>\$ 437,724</b>	<b>\$ 565,743</b>	<b>\$ 466,684</b>	<b>\$ 499,678</b>	<b>\$ 722,033</b>	<b>\$ 718,801</b>	<b>69.2%</b>	
50150 - Contractual/Consulting Services	\$ 186,471	\$ 234,851	\$ 144,969	\$ 255,829	\$ 154,956	\$ 163,487	\$ 353,850	\$ 353,850	46.2%	
52130 - Repairs and Maint- Computers	\$ 238,475	\$ 250,007	\$ 264,816	\$ 279,018	\$ 285,544	\$ 305,018	\$ 320,531	\$ 320,531	95.2%	
53000 - Liability Insurance	\$ 15,373	\$ 14,248	\$ 17,935	\$ 23,309	\$ 22,785	\$ 29,368	\$ 32,069	\$ 28,880	91.6%	
53020 - Unemployment Claims	\$ 443	\$ 450	\$ 542	\$ 320	\$ 367	\$ 396	\$ 433	\$ 390	91.5%	
53100 - Conferences and Meetings	\$ 2,310	\$ 1,332	\$ 897	\$ 480	\$ 297	\$ -	\$ 1,000	\$ 1,000	0.0%	
53110 - Employee Training	\$ 1,793	\$ 6,003	\$ 5,905	\$ 4,116	\$ 1,125	\$ -	\$ 11,000	\$ 11,000	0.0%	
53120 - Employee Mileage Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150	\$ 150	0.0%	
53130 - General Association Dues	\$ 2,495	\$ 2,115	\$ 2,660	\$ 2,670	\$ 1,610	\$ 1,410	\$ 3,000	\$ 3,000	47.0%	
<b>Commodities</b>	<b>\$ 13,851</b>	<b>\$ 15,394</b>	<b>\$ 19,955</b>	<b>\$ 11,781</b>	<b>\$ 11,401</b>	<b>\$ 8,198</b>	<b>\$ 29,800</b>	<b>\$ 29,800</b>	<b>27.5%</b>	
60000 - Office Supplies	\$ 2,424	\$ 2,559	\$ 1,368	\$ 1,009	\$ 365	\$ 3,000	\$ 2,600	\$ 2,600	115.4%	
60010 - Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
60020 - Computer Related Supplies	\$ 3,048	\$ 3,806	\$ 6,454	\$ 2,823	\$ 2,765	\$ 649	\$ 2,600	\$ 2,600	25.0%	
60050 - Books and Subscriptions	\$ -	\$ 1,178	\$ 1,042	\$ 2,334	\$ 1,415	\$ 123	\$ -	\$ -	0.0%	
60060 - Computer Software- Non Capital	\$ 3,419	\$ 2,712	\$ 2,771	\$ -	\$ -	\$ -	\$ 2,600	\$ 2,600	0.0%	
60070 - Computer Hardware- Non Capital	\$ 298	\$ 298	\$ 3,005	\$ 85	\$ 540	\$ 802	\$ 14,000	\$ 14,000	5.7%	
60265 - Public Health Commodities - Coronavirus	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
64000 - Telephone	\$ 3,168	\$ 3,395	\$ 4,593	\$ 3,627	\$ 3,965	\$ 2,137	\$ 6,000	\$ 6,000	35.6%	
64010 - Cellular Phone	\$ 1,495	\$ 1,446	\$ 722	\$ 1,903	\$ 2,352	\$ 1,487	\$ 2,000	\$ 2,000	74.4%	
<b>Transfers Out</b>	<b>\$ 42,304</b>	<b>\$ 42,304</b>	<b>\$ 31,282</b>	<b>\$ 33,616</b>	<b>\$ 34,585</b>	<b>\$ 32,775</b>	<b>\$ 32,775</b>	<b>\$ 32,775</b>	<b>100.0%</b>	
99000 - Transfer To Other Funds	\$ 42,304	\$ 42,304	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
99001 - Transfer to General Fund 001	\$ -	\$ -	\$ 31,282	\$ 33,616	\$ 34,585	\$ 32,775	\$ 32,775	\$ 32,775	100.0%	










































Committee Expense Budget Report - by Account Detail  
Through June 30, 2025 (58.3% YTD, 53.85% Payroll Expense through Pay Period Ending 06/7/2025)  
\*2020, 2021, 2022, 2023 Actual Full Fiscal Year \*\*2024 (DRAFT)

Department / Fund / Account Classification	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount*	2024 Actual Amount**	2025 Actual Amount	2025 Amended Budget	2025 Adopted Budget	2025 YTD% Actual/Amended Budget	2020 - 2025 Trend
<b>Capital</b>	\$ 65,729	\$ 8,627	\$ 21,545	\$ 12,899	\$ -	\$ 37,682	\$ 80,000	\$ 80,000	47.1%	
70000 - Computers	\$ 65,729	\$ 2,137	\$ 15,304	\$ -	\$ -	\$ 37,682	\$ 60,000	\$ 60,000	62.8%	
70020 - Computer Software- Capital	\$ -	\$ 6,490	\$ 5,192	\$ -	\$ -	\$ -	\$ 20,000	\$ 20,000	0.0%	
70050 - Printers	\$ -	\$ -	\$ 1,049	\$ 12,899	\$ -	\$ -	\$ -	\$ -	0.0%	
<b>Contingency and Other</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,038	\$ 1,038	0.0%	
89000 - Addition to Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,038	\$ 1,038	0.0%	
<b>354 Mass Vaccination Fund</b>	\$ -	\$ 210,271	\$ 5,951	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
<b>Expenses</b>	\$ -	\$ 210,271	\$ 5,951	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
<b>Contractual Services</b>	\$ -	\$ 55,422	\$ 2,256	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
50150 - Contractual/Consulting Services	\$ -	\$ 34,286	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
50340 - Software Licensing Cost	\$ -	\$ 21,136	\$ 2,256	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
<b>Commodities</b>	\$ -	\$ 131,983	\$ 3,695	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
60010 - Operating Supplies	\$ -	\$ 122,350	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
60110 - Printing Supplies	\$ -	\$ 7,267	\$ 2,560	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
64010 - Cellular Phone	\$ -	\$ 1,156	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
64020 - Internet	\$ -	\$ 1,210	\$ 1,135	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
<b>Capital</b>	\$ -	\$ 22,866	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
70000 - Computers	\$ -	\$ 22,866	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
<b>385 IL Counties Information Mgmt</b>	\$ 127	\$ -	\$ 2,801	\$ 723	\$ 324	\$ 75	\$ 1,058	\$ 1,058	7.1%	
<b>Expenses</b>	\$ 127	\$ -	\$ 2,801	\$ 723	\$ 324	\$ 75	\$ 1,058	\$ 1,058	7.1%	
<b>Contractual Services</b>	\$ 127	\$ -	\$ 2,801	\$ 723	\$ 324	\$ 75	\$ 1,058	\$ 1,058	7.1%	
53100 - Conferences and Meetings	\$ 127	\$ -	\$ 2,801	\$ 723	\$ 324	\$ 75	\$ 1,058	\$ 1,058	7.1%	
<b>390 Web Technical Services</b>	\$ 180,911	\$ 485,934	\$ 365,916	\$ 263,522	\$ 280,567	\$ 178,136	\$ 406,500	\$ 406,500	43.8%	
<b>Expenses</b>	\$ 180,911	\$ 485,934	\$ 365,916	\$ 263,522	\$ 280,567	\$ 178,136	\$ 406,500	\$ 406,500	43.8%	
<b>Contractual Services</b>	\$ 180,911	\$ 455,934	\$ 365,916	\$ 263,522	\$ 280,567	\$ 178,136	\$ 406,500	\$ 406,500	43.8%	
50150 - Contractual/Consulting Services	\$ 50,663	\$ 273,951	\$ 181,096	\$ 23,115	\$ 47,618	\$ 24,386	\$ 73,000	\$ 73,000	33.4%	
50235 - Public Health Services - Coronavirus	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
50340 - Software Licensing Cost	\$ 130,248	\$ 181,138	\$ 184,820	\$ 235,845	\$ 232,598	\$ 153,750	\$ 325,500	\$ 325,500	47.2%	
52130 - Repairs and Maint- Computers	\$ -	\$ 844	\$ -	\$ 4,563	\$ 350	\$ -	\$ 8,000	\$ 8,000	0.0%	
<b>Commodities</b>	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
60050 - Books and Subscriptions	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
<b>Grand Total</b>	\$ 5,181,131	\$ 5,866,294	\$ 5,847,864	\$ 5,920,978	\$ 5,845,891	\$ 3,373,866	\$ 7,630,230	\$ 7,474,777	44.2%	

Committee Revenue Budget Report - by Account Detail  
Through June 30, 2025 (58.3% YTD)  
\*2020, 2021, 2022, 2023 Actual Full Fiscal Year \*\*2024 (DRAFT)




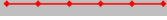











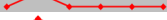




Department / Fund / Account Classification	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount*	2024 Actual Amount**	2025 Actual Amount	2025 Amended Budget	2025 Adopted Budget	2025 YTD% Actual/Amended Budget	2020 - 2025 Trend
080 Building Management	\$ 44,983	\$ 39,335	\$ 6,084	\$ 30,557	\$ (15,344)	\$ 4,411	\$ 50,659	\$ 50,659	8.7%	
001 General Fund	\$ 44,983	\$ 39,335	\$ 6,084	\$ 30,557	\$ (15,344)	\$ 4,411	\$ 50,659	\$ 50,659	8.7%	
Revenue	\$ 44,983	\$ 39,335	\$ 6,084	\$ 30,557	\$ (15,344)	\$ 4,411	\$ 50,659	\$ 50,659	8.7%	
Other	\$ 44,983	\$ 39,335	\$ 6,084	\$ 30,557	\$ (15,344)	\$ 4,411	\$ 50,659	\$ 50,659	8.7%	
38500 - Rental Income	\$ 44,983	\$ 39,335	\$ 6,084	\$ 30,557	\$ (15,344)	\$ 4,411	\$ 50,659	\$ 50,659	8.7%	
Grand Total	\$ 44,983	\$ 39,335	\$ 6,084	\$ 30,557	\$ (15,344)	\$ 4,411	\$ 50,659	\$ 50,659	8.7%	

Committee Expense Budget Report - by Account Detail  
Through June 30, 2025 (58.3% YTD, 53.85% Payroll Expense through Pay Period Ending 06/7/2025)  
\*2020, 2021, 2022, 2023 Actual Full Fiscal Year \*\*2024 (DRAFT)


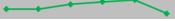






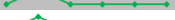





Department / Fund / Account Classification	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount*	2024 Actual Amount**	2025 Actual Amount	2025 Amended Budget	2025 Adopted Budget	2025 YTD% Actual/Amended Budget	2020 - 2025 Trend
080 Building Management	\$ 4,672,802	\$ 5,229,565	\$ 5,582,604	\$ 9,720,893	\$ 8,018,165	\$ 3,801,698	\$ 7,964,983	\$ 7,917,335	47.7%	
001 General Fund	\$ 4,672,802	\$ 5,003,744	\$ 5,552,935	\$ 9,717,053	\$ 8,018,165	\$ 3,801,698	\$ 7,964,983	\$ 7,917,335	47.7%	
Expenses	\$ 4,672,802	\$ 5,003,744	\$ 5,552,935	\$ 9,717,053	\$ 8,018,165	\$ 3,801,698	\$ 7,964,983	\$ 7,917,335	47.7%	
Personnel Services- Salaries & Wages	\$ 1,188,014	\$ 1,179,315	\$ 1,259,674	\$ 1,857,313	\$ 2,631,748	\$ 1,410,042	\$ 3,091,580	\$ 3,043,932	45.6%	
40000 - Salaries and Wages	\$ 1,182,884	\$ 1,156,776	\$ 1,237,804	\$ 1,799,144	\$ 2,508,375	\$ 1,332,887	\$ 2,922,424	\$ 2,874,776	45.6%	
40002 - Non-Union Wage Increase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
40003 - Cost of Living Increase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
40005 - New Position Budget Moved to Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
40007 - Equity Study Adjustments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
40009 - Salaries and Wages Subsidy	\$ (13,565)	\$ (1,050)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
40200 - Overtime Salaries	\$ 18,695	\$ 23,588	\$ 21,870	\$ 58,169	\$ 123,373	\$ 77,155	\$ 169,156	\$ 169,156	45.6%	
Personnel Services- Employee Benefits	\$ 256,074	\$ 214,371	\$ 212,401	\$ 365,217	\$ 505,080	\$ -	\$ 1,074,240	\$ 1,074,240	0.0%	
45000 - Healthcare Contribution	\$ 251,925	\$ 207,573	\$ 205,742	\$ 355,728	\$ 492,404	\$ -	\$ 611,889	\$ 611,889	0.0%	
45009 - Healthcare Subsidy	\$ (4,402)	\$ (437)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
45010 - Dental Contribution	\$ 8,685	\$ 7,250	\$ 6,660	\$ 9,489	\$ 12,676	\$ -	\$ 14,195	\$ 14,195	0.0%	
45019 - Dental Subsidy	\$ (133)	\$ (15)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
45100 - FICA/SS Contribution	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 231,226	\$ 231,226	0.0%	
45200 - IMRF Contribution	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 164,241	\$ 164,241	0.0%	
53010 - Workers Compensation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52,689	\$ 52,689	0.0%	
Contractual Services	\$ 1,608,321	\$ 1,901,607	\$ 2,458,862	\$ 5,375,042	\$ 3,437,054	\$ 1,362,631	\$ 2,685,632	\$ 2,685,632	50.7%	
50150 - Contractual/Consulting Services	\$ -	\$ 1,690	\$ -	\$ 8,720	\$ 22,499	\$ 1,420	\$ -	\$ -	0.0%	
50235 - Public Health Services - Coronavirus	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
52000 - Disposal and Water Softener Srvs	\$ 28,524	\$ 32,120	\$ 49,460	\$ 62,419	\$ 94,219	\$ 36,758	\$ 71,715	\$ 71,715	51.3%	
52010 - Janitorial Services	\$ 527,208	\$ 562,026	\$ 620,390	\$ 957,054	\$ 565,108	\$ 86,349	\$ 145,800	\$ 145,800	59.2%	
52020 - Repairs and Maintenance- Roads	\$ 85,241	\$ 127,623	\$ 130,218	\$ 302,504	\$ 229,680	\$ 163,506	\$ 490,100	\$ 490,100	33.4%	
52110 - Repairs and Maint- Buildings	\$ 499,114	\$ 461,839	\$ 802,148	\$ 2,044,780	\$ 1,650,036	\$ 867,536	\$ 1,488,858	\$ 1,488,858	58.3%	
52120 - Repairs and Maint- Grounds	\$ 64,098	\$ 134,647	\$ 183,371	\$ 224,009	\$ 222,068	\$ 39,728	\$ 236,750	\$ 236,750	16.8%	
52160 - Repairs and Maint- Equipment	\$ 192,813	\$ 351,158	\$ 461,410	\$ 1,448,110	\$ 385,764	\$ 4,728	\$ -	\$ -	0.0%	
52190 - Equipment Rental	\$ -	\$ -	\$ -	\$ 4,284	\$ 6,546	\$ 1,313	\$ 10,000	\$ 10,000	13.1%	
52210 - Building Lease	\$ 130,053	\$ 130,000	\$ 129,769	\$ 146,332	\$ 166,435	\$ 114,434	\$ 130,000	\$ 130,000	88.0%	
52220 - Equipment Lease	\$ 187	\$ 17,325	\$ 18,258	\$ 41,239	\$ 14,372	\$ -	\$ -	\$ -	0.0%	
52230 - Repairs and Maint- Vehicles	\$ 18,474	\$ 26,594	\$ 23,328	\$ 68,473	\$ 28,685	\$ 5,994	\$ 40,000	\$ 40,000	15.0%	
52260 - Grease Trap- Septic Services	\$ 8,645	\$ 8,285	\$ 8,600	\$ 7,507	\$ 10,270	\$ 5,410	\$ 9,952	\$ 9,952	54.4%	
53060 - General Printing	\$ 53,965	\$ 45,727	\$ 31,753	\$ 59,612	\$ 41,328	\$ 35,405	\$ 50,000	\$ 50,000	70.8%	
53110 - Employee Training	\$ -	\$ 2,574	\$ 155	\$ -	\$ 45	\$ 50	\$ 12,000	\$ 12,000	0.4%	
53120 - Employee Mileage Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 457	\$ 457	0.0%	
Commodities	\$ 1,620,393	\$ 1,708,452	\$ 1,621,997	\$ 2,119,480	\$ 1,949,363	\$ 1,029,026	\$ 2,187,771	\$ 2,187,771	47.0%	
60010 - Operating Supplies	\$ 8,468	\$ 7,026	\$ 3,834	\$ 12,818	\$ 18,150	\$ 3,196	\$ 13,041	\$ 13,041	24.5%	
60020 - Computer Related Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
60040 - Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
60090 - Utilities- Sewer	\$ 136,863	\$ 138,959	\$ 129,598	\$ 157,035	\$ 134,264	\$ 68,854	\$ 100,000	\$ 100,000	68.9%	
60100 - Utilities- Water	\$ 110,421	\$ 122,847	\$ 125,061	\$ 134,703	\$ 131,688	\$ 57,037	\$ 363,439	\$ 363,439	15.7%	
60110 - Printing Supplies	\$ 42,236	\$ 47,006	\$ 66,451	\$ 64,270	\$ 67,830	\$ 41,083	\$ 80,080	\$ 80,080	51.3%	
60160 - Cleaning Supplies	\$ 61,004	\$ 56,889	\$ 64,325	\$ 158,431	\$ 127,154	\$ 73,655	\$ 200,000	\$ 200,000	36.8%	
60210 - Uniform Supplies	\$ 3,455	\$ 4,140	\$ 2,893	\$ 12,575	\$ 5,183	\$ 1,185	\$ 8,331	\$ 8,331	14.2%	
60250 - Medical Supplies and Drugs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
60265 - Public Health Commodities - Coronavirus	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	



Committee Expense Budget Report - by Account Detail  
Through June 30, 2025 (58.3% YTD, 53.85% Payroll Expense through Pay Period Ending 06/7/2025)  
\*2020, 2021, 2022, 2023 Actual Full Fiscal Year \*\*2024 (DRAFT)




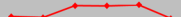



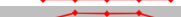






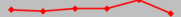




























Department / Fund / Account Classification	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount*	2024 Actual Amount**	2025 Actual Amount	2025 Amended Budget	2025 Adopted Budget	2025 YTD% Actual/Amended Budget	2020 - 2025 Trend
63000 - Utilities- Natural Gas	\$ 167,898	\$ 142,703	\$ 205,239	\$ 253,514	\$ 216,772	\$ 202,686	\$ 300,000	\$ 300,000	67.6%	
63010 - Utilities- Electric	\$ 1,076,655	\$ 1,171,352	\$ 999,033	\$ 1,304,813	\$ 1,235,688	\$ 574,635	\$ 1,100,000	\$ 1,100,000	52.2%	
63040 - Fuel- Vehicles	\$ 13,392	\$ 17,530	\$ 25,563	\$ 21,322	\$ 12,634	\$ 6,695	\$ 22,880	\$ 22,880	29.3%	
Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
70090 - Office Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
Services	\$ -	\$ -	\$ -	\$ -	\$ (505,080)	\$ -	\$ (1,074,240)	\$ (1,074,240)	0.0%	
45005 - Healthcare Contribution Contra Account	\$ -	\$ -	\$ -	\$ -	\$ (492,404)	\$ -	\$ (611,889)	\$ (611,889)	0.0%	
45015 - Dental Insurance Contra Account	\$ -	\$ -	\$ -	\$ -	\$ (12,676)	\$ -	\$ (14,195)	\$ (14,195)	0.0%	
45105 - FICA/SS Contribution Contra Account	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (231,226)	\$ (231,226)	0.0%	
45205 - IMRF Contribution Contra Account	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (164,241)	\$ (164,241)	0.0%	
53015 - Worker's Comp Contra Account	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (52,689)	\$ (52,689)	0.0%	
354 Mass Vaccination Fund	\$ -	\$ 225,821	\$ 29,669	\$ 3,840	\$ -	\$ -	\$ -	\$ -	0.0%	
Expenses	\$ -	\$ 225,821	\$ 29,669	\$ 3,840	\$ -	\$ -	\$ -	\$ -	0.0%	
Contractual Services	\$ -	\$ 201,722	\$ 29,669	\$ 3,840	\$ -	\$ -	\$ -	\$ -	0.0%	
50150 - Contractual/Consulting Services	\$ -	\$ 201,722	\$ 29,669	\$ 3,840	\$ -	\$ -	\$ -	\$ -	0.0%	
Commodities	\$ -	\$ 24,099	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
60010 - Operating Supplies	\$ -	\$ 24,099	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
Contingency and Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
89000 - Addition to Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
Grand Total	\$ 4,672,802	\$ 5,229,565	\$ 5,582,604	\$ 9,720,893	\$ 8,018,165	\$ 3,801,698	\$ 7,964,983	\$ 7,917,335	47.7%	

Committee Revenue Budget Report - by Account Detail  
Through June 30, 2025 (58.3% YTD)  
\*2020, 2021, 2022, 2023 Actual Full Fiscal Year \*\*2024 (DRAFT)




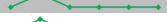





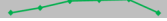









Department / Fund / Account Classification	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount*	2024 Actual Amount**	2025 Actual Amount	2025 Amended Budget	2025 Adopted Budget	2025 YTD% Actual/Amended Budget	2020 - 2025 Trend
690 Development	\$ 692,503	\$ 695,338	\$ 858,192	\$ 944,022	\$ 1,013,866	\$ 542,742	\$ 1,095,493	\$ 1,094,043	49.54%	
520 Mill Creek Special Service Area	\$ 692,503	\$ 695,338	\$ 858,192	\$ 944,022	\$ 1,013,866	\$ 542,742	\$ 1,095,493	\$ 1,094,043	49.54%	
Revenue	\$ 692,503	\$ 695,338	\$ 858,192	\$ 944,022	\$ 1,013,866	\$ 542,742	\$ 1,095,493	\$ 1,094,043	49.54%	
Interest Revenue	\$ 14,349	\$ (871)	\$ (20,964)	\$ 64,149	\$ 78,078	\$ 10,969	\$ 53,000	\$ 53,000	20.70%	
38000 - Investment Income	\$ 14,349	\$ (871)	\$ (20,964)	\$ 64,149	\$ 78,078	\$ 10,969	\$ 53,000	\$ 53,000	20.70%	
Other	\$ -	\$ 1,123	\$ -	\$ -	\$ -	\$ -	\$ 3,459	\$ 101,363	0.00%	
38900 - Miscellaneous Other	\$ -	\$ 1,123	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
39900 - Fund Balance Utilization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,459	\$ 101,363	0.00%	
Transfers In	\$ -	\$ 15,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
39000 - Transfer From Other Funds	\$ -	\$ 15,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
Property Taxes	\$ 678,154	\$ 679,786	\$ 879,156	\$ 879,873	\$ 935,788	\$ 531,773	\$ 1,039,034	\$ 939,680	51.18%	
30000 - Property Taxes	\$ 678,154	\$ 679,786	\$ 879,156	\$ 879,873	\$ 935,788	\$ 531,773	\$ 1,039,034	\$ 939,680	51.18%	
30005 - Property Tax Revenue Recapture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
Grand Total	\$ 692,503	\$ 695,338	\$ 858,192	\$ 944,022	\$ 1,013,866	\$ 542,742	\$ 1,095,493	\$ 1,094,043	49.54%	



























**Committee Expense Budget Report - by Account Detail**  
**Through June 30, 2025 (58.3% YTD, 53.85% Payroll Expense through Pay Period Ending 06/7/2025)**  
**\*2020, 2021, 2022, 2023 Actual Full Fiscal Year \*\*2024 (DRAFT)**

Department / Fund / Account Classification	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount*	2024 Actual Amount**	2025 Actual Amount	2025 Amended Budget	2025 Adopted Budget	2025 YTD% Actual/Amended Budget	2020 - 2025 Trend
<b>690 Development</b>	<b>\$ 600,594</b>	<b>\$ 475,968</b>	<b>\$ 761,480</b>	<b>\$ 792,687</b>	<b>\$ 1,669,213</b>	<b>\$ 256,900</b>	<b>\$ 1,095,493</b>	<b>\$ 1,094,043</b>	<b>23.45%</b>	
<b>520 Mill Creek Special Service Area</b>	<b>\$ 600,594</b>	<b>\$ 475,968</b>	<b>\$ 761,480</b>	<b>\$ 792,687</b>	<b>\$ 1,669,213</b>	<b>\$ 256,900</b>	<b>\$ 1,095,493</b>	<b>\$ 1,094,043</b>	<b>23.45%</b>	
<b>Expenses</b>	<b>\$ 600,594</b>	<b>\$ 475,968</b>	<b>\$ 761,480</b>	<b>\$ 792,687</b>	<b>\$ 1,669,213</b>	<b>\$ 256,900</b>	<b>\$ 1,095,493</b>	<b>\$ 1,094,043</b>	<b>23.45%</b>	
<b>Personnel Services- Salaries &amp; Wages</b>	<b>\$ 45,013</b>	<b>\$ 42,729</b>	<b>\$ 68,650</b>	<b>\$ 68,493</b>	<b>\$ 70,704</b>	<b>\$ 40,796</b>	<b>\$ 73,316</b>	<b>\$ 72,097</b>	<b>55.64%</b>	
40000 - Salaries and Wages	\$ 44,797	\$ 42,729	\$ 68,650	\$ 68,493	\$ 70,704	\$ 40,796	\$ 73,316	\$ 72,097	55.64%	
40003 - Cost of Living Increase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
40200 - Overtime Salaries	\$ 216	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
<b>Personnel Services- Employee Benefits</b>	<b>\$ 9,586</b>	<b>\$ 17,356</b>	<b>\$ 29,808</b>	<b>\$ 28,553</b>	<b>\$ 29,287</b>	<b>\$ 15,073</b>	<b>\$ 29,986</b>	<b>\$ 29,801</b>	<b>50.27%</b>	
45000 - Healthcare Contribution	\$ 729	\$ 8,616	\$ 17,848	\$ 18,167	\$ 19,178	\$ 8,454	\$ 19,100	\$ 19,100	44.26%	
45010 - Dental Contribution	\$ 495	\$ 27	\$ 14	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
45100 - FICA/SS Contribution	\$ 3,421	\$ 3,300	\$ 5,292	\$ 5,264	\$ 5,403	\$ 3,128	\$ 5,612	\$ 5,516	55.75%	
45200 - IMRF Contribution	\$ 3,580	\$ 3,795	\$ 4,699	\$ 3,573	\$ 3,244	\$ 2,221	\$ 4,004	\$ 3,937	55.46%	
53010 - Workers Compensation	\$ 1,361	\$ 1,618	\$ 1,954	\$ 1,549	\$ 1,462	\$ 1,270	\$ 1,270	\$ 1,248	100.00%	
<b>Contractual Services</b>	<b>\$ 530,103</b>	<b>\$ 398,299</b>	<b>\$ 646,940</b>	<b>\$ 652,380</b>	<b>\$ 1,523,660</b>	<b>\$ 168,596</b>	<b>\$ 939,372</b>	<b>\$ 939,326</b>	<b>17.95%</b>	
50150 - Contractual/Consulting Services	\$ 19,633	\$ 13,040	\$ 1,678	\$ 70,886	\$ 892,683	\$ 11,073	\$ 40,200	\$ 40,200	27.55%	
50160 - Legal Services	\$ 1,035	\$ 2,363	\$ 495	\$ 1,890	\$ -	\$ -	\$ 6,000	\$ 6,000	0.00%	
50480 - Security Services	\$ 5,760	\$ 1,200	\$ -	\$ -	\$ -	\$ -	\$ 9,000	\$ 9,000	0.00%	
52020 - Repairs and Maintenance- Roads	\$ 62,640	\$ 67,863	\$ 65,112	\$ 92,267	\$ 116,916	\$ 64,000	\$ 128,000	\$ 128,000	50.00%	
52120 - Repairs and Maint- Grounds	\$ 285,177	\$ 274,772	\$ 489,548	\$ 426,956	\$ 457,768	\$ 67,391	\$ 570,000	\$ 570,000	11.82%	
52180 - Building Space Rental	\$ 11,960	\$ 13,416	\$ 12,185	\$ 12,644	\$ 11,791	\$ 7,523	\$ 17,000	\$ 17,000	44.25%	
52230 - Repairs and Maint- Vehicles	\$ -	\$ 682	\$ 748	\$ 8,071	\$ 1,311	\$ 175	\$ 2,500	\$ 2,500	7.00%	
52250 - Intersect Lighting Services	\$ 6,012	\$ 10,643	\$ 75,506	\$ 37,418	\$ 16,102	\$ 2,641	\$ 25,000	\$ 25,000	10.56%	
53000 - Liability Insurance	\$ 1,116	\$ 1,032	\$ 1,619	\$ 2,037	\$ 2,124	\$ 2,721	\$ 2,721	\$ 2,675	100.00%	
53020 - Unemployment Claims	\$ 33	\$ 33	\$ 49	\$ 28	\$ 35	\$ 37	\$ 37	\$ 37	100.00%	
53060 - General Printing	\$ 41	\$ 69	\$ -	\$ 183	\$ 104	\$ -	\$ 1,500	\$ 1,500	0.00%	
53070 - Legal Printing	\$ 354	\$ 207	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ 500	0.00%	
53100 - Conferences and Meetings	\$ -	\$ 31	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
53110 - Employee Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
53120 - Employee Mileage Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
55000 - Miscellaneous Contractual Exp	\$ 136,343	\$ 12,950	\$ -	\$ -	\$ 24,826	\$ 13,036	\$ 136,914	\$ 136,914	9.52%	
<b>Commodities</b>	<b>\$ 13,491</b>	<b>\$ 15,184</b>	<b>\$ 10,331</b>	<b>\$ 17,364</b>	<b>\$ 20,072</b>	<b>\$ 7,015</b>	<b>\$ 27,400</b>	<b>\$ 27,400</b>	<b>25.60%</b>	
60000 - Office Supplies	\$ 34	\$ 960	\$ 1,599	\$ 3,965	\$ 1,835	\$ 816	\$ 3,000	\$ 3,000	27.21%	
60010 - Operating Supplies	\$ 4,334	\$ 4,589	\$ 341	\$ 3,585	\$ 3,102	\$ 851	\$ 3,000	\$ 3,000	28.37%	
60040 - Postage	\$ -	\$ 821	\$ -	\$ -	\$ 1,217	\$ -	\$ 1,500	\$ 1,500	0.00%	
63020 - Utilities- Intersect Lighting	\$ 9,122	\$ 8,343	\$ 7,347	\$ 9,217	\$ 10,949	\$ 4,985	\$ 17,100	\$ 17,100	29.15%	
63040 - Fuel- Vehicles	\$ -	\$ 188	\$ 45	\$ 99	\$ 1,972	\$ -	\$ 2,000	\$ 2,000	0.00%	
64010 - Cellular Phone	\$ -	\$ 283	\$ 998	\$ 498	\$ 998	\$ 362	\$ 800	\$ 800	45.30%	
<b>Transfers Out</b>	<b>\$ 2,400</b>	<b>\$ 2,400</b>	<b>\$ 5,751</b>	<b>\$ 25,896</b>	<b>\$ 25,490</b>	<b>\$ 25,419</b>	<b>\$ 25,419</b>	<b>\$ 25,419</b>	<b>100.00%</b>	
99000 - Transfer To Other Funds	\$ 2,400	\$ 2,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
99001 - Transfer to General Fund 001	\$ -	\$ -	\$ 5,751	\$ 25,896	\$ 25,490	\$ 25,419	\$ 25,419	\$ 25,419	100.00%	
<b>Contingency and Other</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	
89000 - Addition to Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
<b>Grand Total</b>	<b>\$ 600,594</b>	<b>\$ 475,968</b>	<b>\$ 761,480</b>	<b>\$ 792,687</b>	<b>\$ 1,669,213</b>	<b>\$ 256,900</b>	<b>\$ 1,095,493</b>	<b>\$ 1,094,043</b>	<b>23.45%</b>	

Committee Revenue Budget Report - by Account Detail  
Through June 30, 2025 (58.3% YTD)  
\*2020, 2021, 2022, 2023 Actual Full Fiscal Year \*\*2024 (DRAFT)

Department / Fund / Account Classification	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount*	2024 Actual Amount**	2025 Actual Amount	2025 Amended Budget	2025 Adopted Budget	2025 YTD% Actual/Amended Budget	2020 - 2025 Trend
800 Other- Countywide Expenses	\$ 3,428,025	\$ 7,798,571	\$ 6,646,012	\$ 13,119,507	\$ 2,355,575	\$ 6,289,831	\$ 13,771,453	\$ 13,771,453	45.7%	
500 Capital Projects	\$ 3,428,025	\$ 7,798,571	\$ 6,646,012	\$ 13,119,507	\$ 2,355,575	\$ 6,289,831	\$ 13,771,453	\$ 13,771,453	45.7%	
Revenue	\$ 3,428,025	\$ 7,798,571	\$ 6,646,012	\$ 13,119,507	\$ 2,355,575	\$ 6,289,831	\$ 13,771,453	\$ 13,771,453	45.7%	
Other	\$ -	\$ 5,500	\$ -	\$ -	\$ -	\$ -	\$ 6,432,453	\$ 6,432,453	0.0%	
38570 - Refunds	\$ -	\$ 5,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	
39900 - Fund Balance Utilization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,432,453	\$ 6,432,453	0.0%	
Grants	\$ -	\$ 600,000	\$ -	\$ 750,000	\$ -	\$ -	\$ 600,000	\$ 600,000	0.0%	
33900 - Grants - Other	\$ -	\$ 600,000	\$ -	\$ 750,000	\$ -	\$ -	\$ 600,000	\$ 600,000	0.0%	
Interest Revenue	\$ 126,677	\$ (21,316)	\$ (180,188)	\$ 770,829	\$ 898,179	\$ 156,805	\$ 639,000	\$ 639,000	24.5%	
38000 - Investment Income	\$ 126,677	\$ (21,316)	\$ (180,188)	\$ 770,829	\$ 898,179	\$ 156,805	\$ 639,000	\$ 639,000	24.5%	
Other Taxes	\$ 134,604	\$ 183,564	\$ 252,120	\$ 260,359	\$ 268,280	\$ 133,025	\$ 100,000	\$ 100,000	133.0%	
30180 - Video Gaming Tax	\$ 134,604	\$ 183,564	\$ 252,120	\$ 260,359	\$ 268,280	\$ 133,025	\$ 100,000	\$ 100,000	133.0%	
Transfers In	\$ 3,166,744	\$ 7,030,823	\$ 6,574,080	\$ 11,338,319	\$ 1,189,116	\$ 6,000,000	\$ 6,000,000	\$ 6,000,000	100.0%	
39000 - Transfer From Other Funds	\$ 3,166,744	\$ 2,395,019	\$ 461,580	\$ 2,789,159	\$ -	\$ -	\$ -	\$ -	0.0%	
39001 - Transfer from General Fund 001	\$ -	\$ 4,635,804	\$ 6,112,500	\$ 1,000,000	\$ 867,116	\$ 6,000,000	\$ 6,000,000	\$ 6,000,000	100.0%	
39120 - Transfer from Grand Victoria Casino Elgin Fund 120	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ -	\$ -	0.0%	
39355 - Transfer from American Rescue Plan Fund 355	\$ -	\$ -	\$ -	\$ 157,741	\$ 72,000	\$ -	\$ -	\$ -	0.0%	
39357 - Transfer from COVID Payroll Reimbursement Fund 357	\$ -	\$ -	\$ -	\$ 7,391,419	\$ -	\$ -	\$ -	\$ -	0.0%	
Grand Total	\$ 3,428,025	\$ 7,798,571	\$ 6,646,012	\$ 13,119,507	\$ 2,355,575	\$ 6,289,831	\$ 13,771,453	\$ 13,771,453	45.7%	

Committee Expense Budget Report - by Account Detail  
Through June 30, 2025 (58.3% YTD, 53.85% Payroll Expense through Pay Period Ending 06/7/2025)  
\*2020, 2021, 2022, 2023 Actual Full Fiscal Year \*\*2024 (DRAFT)

Department / Fund / Account Classification	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount*	2024 Actual Amount**	2025 Actual Amount	2025 Amended Budget	2025 Adopted Budget	2025 YTD% Actual/Amended Budget	2020 - 2025 Trend
800 Other- Countywide Expenses	\$ 1,501,218	\$ 3,268,612	\$ 4,674,061	\$ 8,597,238	\$ 16,230,446	\$ 2,846,752	\$ 13,771,453	\$ 13,771,453	20.67%	
500 Capital Projects	\$ 1,501,218	\$ 3,268,612	\$ 4,674,061	\$ 8,597,238	\$ 16,230,446	\$ 2,846,752	\$ 13,771,453	\$ 13,771,453	20.67%	
Expenses	\$ 1,501,218	\$ 3,268,612	\$ 4,674,061	\$ 8,597,238	\$ 16,230,446	\$ 2,846,752	\$ 13,771,453	\$ 13,771,453	20.67%	
Contractual Services	\$ 119,235	\$ 311,589	\$ 488,987	\$ 505,880	\$ 138,110	\$ 218,543	\$ 400,000	\$ 400,000	54.64%	
50000 - Project Administration Services	\$ -	\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
50150 - Contractual/Consulting Services	\$ 119,235	\$ 307,589	\$ 488,987	\$ 505,880	\$ 138,110	\$ 218,543	\$ 400,000	\$ 400,000	54.64%	
50235 - Public Health Services - Coronavirus	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
Commodities	\$ -	\$ -	\$ 157,530	\$ 30,996	\$ -	\$ -	\$ -	\$ -	0.00%	
60265 - Public Health Commodities - Coronavirus	\$ -	\$ -	\$ 157,530	\$ 30,996	\$ -	\$ -	\$ -	\$ -	0.00%	
Contingency and Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
89000 - Addition to Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
Capital	\$ 1,381,984	\$ 2,957,023	\$ 3,952,545	\$ 8,060,362	\$ 15,998,226	\$ 2,628,209	\$ 13,371,453	\$ 13,371,453	19.66%	
70000 - Computers	\$ 202,622	\$ 475,550	\$ 1,633,756	\$ 2,015,202	\$ 850,801	\$ 64,851	\$ 1,814,001	\$ 1,814,001	3.58%	
70020 - Computer Software- Capital	\$ 34,978	\$ 32,218	\$ 119,444	\$ 32,441	\$ 31,889	\$ 649	\$ 211,000	\$ 211,000	0.31%	
70070 - Automotive Equipment	\$ 148,429	\$ 24,833	\$ 96,095	\$ 396,976	\$ 248,408	\$ 99,986	\$ 250,000	\$ 250,000	39.99%	
70080 - Office Furniture	\$ -	\$ 11,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
70100 - Copiers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
70120 - Special Purpose Equipment	\$ -	\$ 29,950	\$ 406,212	\$ 2,808,833	\$ 7,767,620	\$ 10,500	\$ -	\$ -	0.00%	
72000 - Building Construction	\$ -	\$ 774,762	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
72010 - Building Improvements	\$ 995,955	\$ 1,607,831	\$ 1,697,038	\$ 2,806,910	\$ 7,099,508	\$ 2,452,223	\$ 11,096,452	\$ 11,096,452	22.10%	
Transfers Out	\$ -	\$ -	\$ 75,000	\$ -	\$ 94,110	\$ -	\$ -	\$ -	0.00%	
99355 - Transfer to American Rescue Plan Fund 355	\$ -	\$ -	\$ -	\$ -	\$ 94,110	\$ -	\$ -	\$ -	0.00%	
99601 - Transfer to Public Building Commission Fund 601	\$ -	\$ -	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	
Grand Total	\$ 1,501,218	\$ 3,268,612	\$ 4,674,061	\$ 8,597,238	\$ 16,230,446	\$ 2,846,752	\$ 13,771,453	\$ 13,771,453	20.67%	



# Administration Accounts Payable by GL Distribution

Payment Date Range 06/01/25 - 06/30/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 001 - General Fund</b>										
Department <b>060 - Information Technologies</b>										
Sub-Department <b>060 - Information Technologies</b>										
Account <b>50150 - Contractual/Consulting Services</b>										
2480 - Iron Mountain Information Management, LLC	202987492	Multi-Media Bin Transportation	Paid by EFT # 97059		04/30/2025	05/09/2025	05/09/2025		06/02/2025	1,453.92
11058 - JP Morgan Chase Bank N.A.	1348-JZ-05/25	Zakosek P-Card 05/01/2025-05/30/2025	Paid by EFT # 97395		05/30/2025	06/04/2025	06/04/2025		06/16/2025	2,508.00
Account <b>50150 - Contractual/Consulting Services</b> Totals Invoice Transactions 2										\$3,961.92
Account <b>52130 - Repairs and Maint- Computers</b>										
11356 - Walker and Associates, Inc.	WUSTC25IND02612	INV#WUSTC25IND02612 NETWORK HARDWARE: Juniper Network Order	Paid by EFT # 97875		06/06/2025	06/17/2025	06/17/2025		06/30/2025	3,017.30
Account <b>52130 - Repairs and Maint- Computers</b> Totals Invoice Transactions 1										\$3,017.30
Account <b>52150 - Repairs and Maint- Comm Equip</b>										
12729 - Telcom Innovations Group, LLC	A61776	Labor Charge	Paid by EFT # 97178		05/07/2025	05/09/2025	05/09/2025		06/02/2025	181.25
12729 - Telcom Innovations Group, LLC	A61795	Labor Charge	Paid by EFT # 97178		05/13/2025	05/16/2025	05/16/2025		06/02/2025	145.00
12729 - Telcom Innovations Group, LLC	A61803	Labor Charge	Paid by EFT # 97178		05/16/2025	05/16/2025	05/16/2025		06/02/2025	326.25
3186 - Insight Public Sector Inc	1101279567	INV#1101279567 Software: Fortinet COTERM Renewal	Paid by EFT # 97381		06/02/2025	06/04/2025	06/04/2025		06/16/2025	1,492.00
11058 - JP Morgan Chase Bank N.A.	1348-JZ-05/25	Zakosek P-Card 05/01/2025-05/30/2025	Paid by EFT # 97395		05/30/2025	06/04/2025	06/04/2025		06/16/2025	3,639.70
Account <b>52150 - Repairs and Maint- Comm Equip</b> Totals Invoice Transactions 5										\$5,784.20
Account <b>53110 - Employee Training</b>										
9658 - Tyler Technologies, Inc. (New World)	045-515017	Process Review & Training	Paid by EFT # 97530		04/09/2025	06/04/2025	06/04/2025		06/16/2025	437.50
9658 - Tyler Technologies, Inc. (New World)	045-513851	Process Review & Training	Paid by EFT # 97530		03/31/2025	06/04/2025	06/04/2025		06/16/2025	175.00
9658 - Tyler Technologies, Inc. (New World)	045-516193	Process Review & Training	Paid by EFT # 97530		04/16/2025	06/04/2025	06/04/2025		06/16/2025	437.50
Account <b>53110 - Employee Training</b> Totals Invoice Transactions 3										\$1,050.00
Account <b>60000 - Office Supplies</b>										
3509 - DS Services of America, Inc. dba Primo Water NA	23838980051025	Water Services - IT	Paid by EFT # 97005		05/10/2025	05/16/2025	05/16/2025		06/02/2025	131.70
11058 - JP Morgan Chase Bank N.A.	1348-JZ-05/25	Zakosek P-Card 05/01/2025-05/30/2025	Paid by EFT # 97395		05/30/2025	06/04/2025	06/04/2025		06/16/2025	916.11



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 001 - General Fund</b>										
Department <b>060 - Information Technologies</b>										
Sub-Department <b>060 - Information Technologies</b>										
Account <b>60000 - Office Supplies</b>										
1637 - Roskuszka & Sons dba Wallys Printing	101493	Business Card Order - County Board Member	Paid by EFT # 97484		01/27/2025	06/03/2025	06/03/2025		06/16/2025	85.00
1592 - LMC Enterprises, Inc. dba Initial Impressions	53357	Rain Jacket Order	Paid by EFT # 97739		06/06/2025	06/16/2025	06/16/2025		06/30/2025	49.64
1592 - LMC Enterprises, Inc. dba Initial Impressions	53358	Rain Jacket Order	Paid by EFT # 97739		06/06/2025	06/16/2025	06/16/2025		06/30/2025	49.64
3509 - DS Services of America, Inc. dba Primo Water NA	23838980 060725	Water Services - IT	Paid by EFT # 97647		06/07/2025	06/16/2025	06/16/2025		06/30/2025	116.79
Account <b>60000 - Office Supplies</b> Totals									Invoice Transactions 6	\$1,348.88
Account <b>60020 - Computer Related Supplies</b>										
11058 - JP Morgan Chase Bank N.A.	1348-JZ-05/25	Zakosek P-Card 05/01/2025-05/30/2025	Paid by EFT # 97395		05/30/2025	06/04/2025	06/04/2025		06/16/2025	1,532.60
Account <b>60020 - Computer Related Supplies</b> Totals									Invoice Transactions 1	\$1,532.60
Account <b>60110 - Printing Supplies</b>										
6128 - Canon Solutions America Inc	6011731511	Copy Counts	Paid by EFT # 96964		04/30/2025	05/09/2025	05/09/2025		06/02/2025	152.74
6128 - Canon Solutions America Inc	6011731512	Copy Counts	Paid by EFT # 96964		04/30/2025	05/09/2025	05/09/2025		06/02/2025	1,359.18
1119 - Gordon Flesch Company, Inc.	IN15163066	Copy Counts	Paid by EFT # 97031		05/14/2025	05/16/2025	05/16/2025		06/02/2025	4.54
1119 - Gordon Flesch Company, Inc.	IN15167143	Copy Counts	Paid by EFT # 97031		05/16/2025	05/20/2025	05/20/2025		06/02/2025	178.15
3578 - Warehouse Direct, Inc dba Midwest Office Interiors	IN590560	INV#IN590560 Blade Sharpening Service for Copy Center	Paid by EFT # 97208		05/05/2025	05/09/2025	05/09/2025		06/02/2025	246.00
6128 - Canon Solutions America Inc	6012082596	Copy Counts	Paid by EFT # 97291		05/31/2025	06/03/2025	06/03/2025		06/16/2025	205.44
6128 - Canon Solutions America Inc	6012082597	Copy Counts	Paid by EFT # 97291		05/31/2025	06/03/2025	06/03/2025		06/16/2025	1,704.55
11058 - JP Morgan Chase Bank N.A.	1348-JZ-05/25	Zakosek P-Card 05/01/2025-05/30/2025	Paid by EFT # 97395		05/30/2025	06/04/2025	06/04/2025		06/16/2025	113.08
1119 - Gordon Flesch Company, Inc.	IN15200035	Copy Counts	Paid by EFT # 97681		06/14/2025	06/17/2025	06/17/2025		06/30/2025	1.16
Account <b>60110 - Printing Supplies</b> Totals									Invoice Transactions 9	\$3,964.84
Account <b>63040 - Fuel- Vehicles</b>										
13021 - WEX BANK	105137686	Fuel for ITD Vehicles	Paid by EFT # 97555		05/31/2025	06/03/2025	06/03/2025		06/16/2025	378.43
Account <b>63040 - Fuel- Vehicles</b> Totals									Invoice Transactions 1	\$378.43
Sub-Department <b>060 - Information Technologies</b> Totals									Invoice Transactions 28	\$21,038.17



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<b>Fund 001 - General Fund</b>										
Department 060 - Information Technologies Totals										Invoice Transactions 28
										\$21,038.17
Department 080 - Building Management										
Sub-Department 080 - Building Mgmt- Government Center										
Account 52000 - Disposal and Water Softener Svcs										
1216 - Waste Management of Illinois - West	4368027-2011-6	109559513008 ACF CAMPACTOR 105/01-05/15/2025	Paid by EFT # 97548		05/16/2025	05/21/2025	05/21/2025		06/16/2025	676.75
1216 - Waste Management of Illinois - West	4368105-2011-0	272844823000 ROLLOFF 37W699 May 2025	Paid by EFT # 97548		05/16/2025	05/21/2025	05/21/2025		06/16/2025	391.95
1216 - Waste Management of Illinois - West	4368460-2011-9	109559513008 ACF CAMPACTOR 05/16-05/31/2025	Paid by EFT # 97879		06/02/2025	06/09/2025	06/09/2025		06/30/2025	709.25
1216 - Waste Management of Illinois - West	4370223-2011-7	109549393004 OCH June 2025	Paid by EFT # 97880		06/04/2025	06/09/2025	06/09/2025		06/30/2025	259.71
1216 - Waste Management of Illinois - West	4370222-2011-9	109548113005 6LOC GC 540 JC,JJC 1240 MUB June 2025	Paid by EFT # 97878		06/04/2025	06/09/2025	06/09/2025		06/30/2025	3,221.39
1216 - Waste Management of Illinois - West	4370224-2011-5	109552683007 adult corr 06/01-06/30/2025	Paid by EFT # 97878		06/04/2025	06/09/2025	06/09/2025		06/30/2025	180.57
Account 52000 - Disposal and Water Softener Svcs Totals										Invoice Transactions 6
										\$5,439.62
Account 52010 - Janitorial Services										
8601 - Johnson Controls Security Solutions (Tyco)	41270691	2025-1122	Paid by EFT # 97067		05/09/2025	05/16/2025	05/16/2025		06/02/2025	3,135.00
9876 - Eco Clean Maintenance, Inc.	13837	May 2025	Paid by EFT # 97331		05/27/2025	05/30/2025	05/30/2025		06/16/2025	13,869.00
Account 52010 - Janitorial Services Totals										Invoice Transactions 2
										\$17,004.00
Account 52110 - Repairs and Maint- Buildings										
2944 - W.E. Carlson Corporation	279215	2025-139	Paid by EFT # 97205		03/21/2025	05/14/2025	05/14/2025		06/02/2025	4,323.99
14095 - Weatherguard Roofing Co	13209	2025-306	Paid by EFT # 97213		05/02/2025	05/13/2025	05/13/2025		06/02/2025	5,950.00
1195 - R.J. O'Neil, Inc.	201297	1330 ALL 4 TOILETS BACKING UP	Paid by EFT # 97134		05/16/2025	05/21/2025	05/21/2025		06/02/2025	2,633.50
3470 - Trane US Inc dba Trane	19102532	SENSOR; THERMISTOR	Paid by Check # 387103		05/05/2025	05/15/2025	05/15/2025		06/02/2025	23.13
5933 - Urban Elevator Service, LLC	15222355-150100	install card reader 100 s 3rd	Paid by EFT # 97199		05/07/2025	05/13/2025	05/13/2025		06/02/2025	2,084.46
3502 - WM. F. Meyer Co.	S4672683.001	BWC RE230LN6-1NCWW 28 GAL 240V	Paid by Check # 387112		05/12/2025	05/15/2025	05/15/2025		06/02/2025	707.94
3502 - WM. F. Meyer Co.	S4672683.002	Bldg B HWT parts	Paid by Check # 387112		05/12/2025	05/15/2025	05/15/2025		06/02/2025	187.99
1558 - Sherwin Williams	0741-7	JJC painting	Paid by EFT # 97163		05/05/2025	05/12/2025	05/12/2025		06/02/2025	359.37





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<b>Fund 001 - General Fund</b>										
Department <b>080 - Building Management</b>										
Sub-Department <b>080 - Building Mgmt- Government Center</b>										
Account <b>52110 - Repairs and Maint- Buildings</b>										
1558 - Sherwin Williams	3141-3	JJC unit 1	Paid by EFT # 97163		05/06/2025	05/12/2025	05/12/2025		06/02/2025	244.75
1558 - Sherwin Williams	0773-0	SAO	Paid by EFT # 97163		05/06/2025	05/12/2025	05/12/2025		06/02/2025	203.84
1558 - Sherwin Williams	3175-1	SAO PAINTING	Paid by EFT # 97163		05/07/2025	05/13/2025	05/13/2025		06/02/2025	30.95
1558 - Sherwin Williams	1045-2-25	JJC paint	Paid by EFT # 97163		05/13/2025	05/15/2025	05/15/2025		06/02/2025	80.23
9840 - Suburban Door Check & Lock Service, Inc.	IN580616	OCH rekey & control key	Paid by EFT # 97172		05/08/2025	05/13/2025	05/13/2025		06/02/2025	177.00
9840 - Suburban Door Check & Lock Service, Inc.	IN580665	Plain sliced wood door.	Paid by EFT # 97172		05/09/2025	05/15/2025	05/15/2025		06/02/2025	596.00
9925 - Sunbelt Rentals	168603807-0001	SMALLER HAMMER DRILL	Paid by EFT # 97173		05/06/2025	05/13/2025	05/13/2025		06/02/2025	36.80
5513 - Valley Security Company	630	2025-40	Paid by Check # 387105		05/13/2025	05/15/2025	05/15/2025		06/02/2025	1,657.61
1191 - Alarm Detection Systems, Inc.	SI-631877	Install video intercom at doors behind security desk	Paid by EFT # 96928		05/08/2025	05/13/2025	05/13/2025		06/02/2025	3,725.19
1191 - Alarm Detection Systems, Inc.	SI-632300	Job No. OPS-A93788 - Lock System 1.00 Install E-Strike & Storero	Paid by EFT # 96928		05/15/2025	05/21/2025	05/21/2025		06/02/2025	873.09
1191 - Alarm Detection Systems, Inc.	SI-632225	OCH Replace 9600 HES Strike on the 4th floor office entrance	Paid by EFT # 96928		05/14/2025	05/21/2025	05/21/2025		06/02/2025	924.58
3060 - Grainger Inc	9505270091	2025-1185	Paid by EFT # 97033		05/13/2025	05/15/2025	05/15/2025		06/02/2025	44.54
3060 - Grainger Inc	9505150467	2025-1061	Paid by EFT # 97033		05/13/2025	05/15/2025	05/15/2025		06/02/2025	(41.63)
3060 - Grainger Inc	9505270083	2025-1185	Paid by EFT # 97033		05/13/2025	05/15/2025	05/15/2025		06/02/2025	1,304.74
1054 - ComEd	9348358111-725	272585999 1240 Unit 2nw 04/11-05/13/2025	Paid by Check # 387060		05/14/2025	05/19/2025	05/19/2025		06/02/2025	47.33
3060 - Grainger Inc	9502035364	2025-1162	Paid by EFT # 97033		05/09/2025	05/13/2025	05/13/2025		06/02/2025	224.44
3060 - Grainger Inc	9502550727	2025-1162	Paid by EFT # 97033		05/09/2025	05/13/2025	05/13/2025		06/02/2025	70.56
3060 - Grainger Inc	9502035372	2025-1162	Paid by EFT # 97033		05/09/2025	05/13/2025	05/13/2025		06/02/2025	407.00
3060 - Grainger Inc	9503517550	2025-0487	Paid by EFT # 97033		05/12/2025	05/14/2025	05/14/2025		06/02/2025	18.80



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<b>Fund 001 - General Fund</b>										
Department <b>080 - Building Management</b>										
Sub-Department <b>080 - Building Mgmt- Government Center</b>										
Account <b>52110 - Repairs and Maint- Buildings</b>										
13825 - Awesomercampaigns.com, Inc.	208357	Coroplast signs 4' x 8' 2 color 2 sided	Paid by EFT # 96941		05/08/2025	05/21/2025	05/21/2025		06/02/2025	480.00
8601 - Johnson Controls Security Solutions (Tyco)	41255129	2025-1025	Paid by EFT # 97067		04/23/2025	05/12/2025	05/12/2025		06/02/2025	7,425.00
8601 - Johnson Controls Security Solutions (Tyco)	41326182	RECURRING SERVICE 06/01-08/31/2025 133226504	Paid by EFT # 97067		05/10/2025	05/16/2025	05/16/2025		06/02/2025	489.86
1390 - Menards, Inc.	45410	door stop	Paid by EFT # 97095		03/13/2025	03/20/2025	03/20/2025		06/02/2025	5.57
1390 - Menards, Inc.	25408	JAIL PARTS	Paid by EFT # 97095		03/18/2024	04/25/2025	04/25/2025		06/02/2025	43.91
1390 - Menards, Inc.	45788-25	oak flush sc	Paid by EFT # 97095		03/20/2025	05/15/2025	05/15/2025		06/02/2025	399.25
1390 - Menards, Inc.	45980	OCH Room	Paid by EFT # 97095		03/24/2025	05/15/2025	05/15/2025		06/02/2025	96.39
1390 - Menards, Inc.	45986	1/4(5.2MM)4X8 NOM. R.OAK	Paid by EFT # 97095		03/24/2025	05/15/2025	05/15/2025		06/02/2025	121.20
1390 - Menards, Inc.	45995	Animal Control Equipment	Paid by EFT # 97095		03/24/2025	05/15/2025	05/15/2025		06/02/2025	66.37
14169 - MRRW Construction, LLC	25-0622	2025-00622	Paid by EFT # 97106		04/24/2025	05/08/2025	05/08/2025		06/02/2025	3,997.84
2803 - Neuco, Inc.	8629040	24V SR Mod MFT 95deg 10nm	Paid by EFT # 97110		03/27/2025	05/15/2025	05/15/2025		06/02/2025	467.50
13301 - Phigenics, LLC	INV10084409	May 2025 Base monitoing & Water Mgmt progrom	Paid by EFT # 97462		05/29/2025	06/03/2025	06/03/2025		06/16/2025	2,400.00
14169 - MRRW Construction, LLC	25-00000141	2025-141	Paid by EFT # 97438		05/21/2025	05/30/2025	05/30/2025		06/16/2025	1,909.10
14169 - MRRW Construction, LLC	25-0164	2025-0304	Paid by EFT # 97438		02/28/2025	06/02/2025	06/02/2025		06/16/2025	19,600.00
8601 - Johnson Controls Security Solutions (Tyco)	41343157	133226504 remotely added workstations & users	Paid by EFT # 97391		05/20/2025	06/05/2025	06/05/2025		06/16/2025	1,111.34
11058 - JP Morgan Chase Bank N.A.	0805-MW-05/25	May Pcard charges	Paid by EFT # 97395		05/30/2025	06/02/2025	06/02/2025		06/16/2025	638.67
11058 - JP Morgan Chase Bank N.A.	9879-AP-05/25	May Pcard charges	Paid by EFT # 97395		05/30/2025	05/30/2025	05/30/2025		06/16/2025	1,862.77
5896 - Chem-Wise Ecological Pest Management, Inc.	1359813	June 2025	Paid by Check # 387125		06/01/2025	06/04/2025	06/04/2025		06/16/2025	564.00
8388 - Havlicek Geneva Ace Hardware, LLC	112389/1	misc fasteners	Paid by EFT # 97368		05/08/2025	05/22/2025	05/22/2025		06/16/2025	1.30





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<b>Fund 001 - General Fund</b>										
Department <b>080 - Building Management</b>										
Sub-Department <b>080 - Building Mgmt- Government Center</b>										
Account <b>52110 - Repairs and Maint- Buildings</b>										
2779 - ILLCO, Inc.	1445708	2025-1195	Paid by Check # 387177		05/21/2025	06/04/2025	06/04/2025		06/16/2025	5,299.26
3060 - Grainger Inc	9503329873	2025-1171	Paid by EFT # 97358		05/12/2025	05/14/2025	05/14/2025		06/16/2025	383.88
11673 - Convergent Technologies LLC	IN00342203	Dock door that is showing opened wo AJ19810	Paid by EFT # 97309		05/19/2025	05/21/2025	05/21/2025		06/16/2025	1,200.00
2520 - G.W. Berkheimer Co, Inc.	7957166	Hvac supplies	Paid by EFT # 97350		05/19/2025	05/21/2025	05/21/2025		06/16/2025	266.82
2520 - G.W. Berkheimer Co, Inc.	7968027	R-410A 25 LB REFRIGERANT	Paid by EFT # 97350		06/02/2025	06/04/2025	06/04/2025		06/16/2025	1,799.94
13938 - Gehrke Technology Group, Inc.	2501776	bio dispersant for cooling tower	Paid by EFT # 97352		05/31/2025	06/04/2025	06/04/2025		06/16/2025	437.00
3060 - Grainger Inc	9512823387	CREDIT	Paid by EFT # 97358		05/20/2025	05/22/2025	05/22/2025		06/16/2025	(36.16)
3060 - Grainger Inc	9513834003	2025-1201	Paid by EFT # 97358		05/20/2025	05/22/2025	05/22/2025		06/16/2025	1,128.32
3060 - Grainger Inc	9513397548	2025-1201	Paid by EFT # 97358		05/20/2025	05/30/2025	05/30/2025		06/16/2025	44.16
3060 - Grainger Inc	9516455368	2025-1251	Paid by EFT # 97358		05/22/2025	06/02/2025	06/02/2025		06/16/2025	21.60
3060 - Grainger Inc	9516647394	2025-1251	Paid by EFT # 97358		05/22/2025	06/02/2025	06/02/2025		06/16/2025	209.20
3060 - Grainger Inc	9523128933	2025-1316	Paid by EFT # 97358		05/29/2025	06/02/2025	06/02/2025		06/16/2025	289.95
3060 - Grainger Inc	9520310013	2025-1270	Paid by EFT # 97358		05/27/2025	06/02/2025	06/02/2025		06/16/2025	896.17
3060 - Grainger Inc	9519857347	2025-1270	Paid by EFT # 97358		05/27/2025	06/02/2025	06/02/2025		06/16/2025	4.98
3060 - Grainger Inc	9519857354	2025-1270	Paid by EFT # 97358		05/27/2025	06/02/2025	06/02/2025		06/16/2025	441.00
3060 - Grainger Inc	9520310021	2025-1271	Paid by EFT # 97358		05/27/2025	06/02/2025	06/02/2025		06/16/2025	176.09
1191 - Alarm Detection Systems, Inc.	SI-632558	2) Additional Tank (8) Kitchen System Fusible Links	Paid by EFT # 97248		05/21/2025	05/22/2025	05/22/2025		06/16/2025	310.00
11058 - JP Morgan Chase Bank N.A.	4508-RF-05/25	Fahnestock MasterCard 05/01/2025-05/30/2025	Paid by EFT # 97395		05/30/2025	06/04/2025	06/04/2025		06/16/2025	316.37
13725 - 1 Source Mechanical, Inc.	7513	Various programing & repairs	Paid by EFT # 97237		05/20/2025	05/30/2025	05/30/2025		06/16/2025	2,857.88



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 001 - General Fund</b>										
Department <b>080 - Building Management</b>										
Sub-Department <b>080 - Building Mgmt- Government Center</b>										
Account <b>52110 - Repairs and Maint- Buildings</b>										
14784 - Alan & Associates, Inc.	14492	2025-969	Paid by EFT # 97246		05/15/2025	05/22/2025	05/22/2025		06/16/2025	5,980.00
5513 - Valley Security Company	633	2025-729	Paid by Check # 387219		05/19/2025	05/21/2025	05/21/2025		06/16/2025	1,019.09
5513 - Valley Security Company	634	2025-799	Paid by Check # 387219		05/19/2025	05/21/2025	05/21/2025		06/16/2025	2,226.03
9925 - Sunbelt Rentals	168906424-0001	Rental Equipment #930002	Paid by EFT # 97509		05/20/2025	05/28/2025	05/28/2025		06/16/2025	3,636.50
9925 - Sunbelt Rentals	168906424-0002	930002 WATERCOOLED AC/DEHU UNIT	Paid by EFT # 97509		05/23/2025	05/30/2025	05/30/2025		06/16/2025	995.62
1558 - Sherwin Williams	3481-3	JJC Unit 2	Paid by EFT # 97494		05/16/2025	05/21/2025	05/21/2025		06/16/2025	591.40
12765 - Squeeggee Group, LLC dba Image 360 South Elgin	I-41514	glass door lettering	Paid by EFT # 97503		05/08/2025	05/21/2025	05/21/2025		06/16/2025	248.91
5933 - Urban Elevator Service, LLC	15223658-000719	June 2025	Paid by EFT # 97532		06/01/2025	06/04/2025	06/04/2025		06/16/2025	3,316.13
14095 - Weatherguard Roofing Co	13256	2025-310	Paid by EFT # 97552		05/19/2025	05/22/2025	05/22/2025		06/16/2025	3,200.00
13945 - Alert Fire Protection, Inc.	25198	replace hose bib	Paid by EFT # 97249		05/20/2025	05/22/2025	05/22/2025		06/16/2025	815.00
1195 - R.J. O'Neil, Inc.	201628	1330 Same Suite - Backing Up	Paid by EFT # 97801		06/13/2025	06/15/2025	06/15/2025		06/30/2025	497.50
3429 - Sheaffer & Roland, Inc.	2050-016	JC weekly visits 05/01-06/02	Paid by EFT # 97830		06/11/2025	06/16/2025	06/16/2025		06/30/2025	750.00
5513 - Valley Security Company	642	Bldg A Employee Entrance 2nd Floor	Paid by Check # 387302		06/02/2025	06/05/2025	06/05/2025		06/30/2025	707.36
5513 - Valley Security Company	641	AJC 5/30 8 hours labor 8 doors	Paid by Check # 387302		06/02/2025	06/05/2025	06/05/2025		06/30/2025	1,414.72
5513 - Valley Security Company	640	AJC 05/23 Kitchen Office	Paid by Check # 387302		06/02/2025	06/05/2025	06/05/2025		06/30/2025	707.36
5513 - Valley Security Company	639	AJC 05/16 J Pod, Spare Doors	Paid by Check # 387302		06/02/2025	06/05/2025	06/05/2025		06/30/2025	1,237.88
5513 - Valley Security Company	638	Bldg A 05/16 main entrance door	Paid by Check # 387302		06/02/2025	06/05/2025	06/05/2025		06/30/2025	707.36
5513 - Valley Security Company	637	AJC 05/09 K40	Paid by Check # 387302		06/02/2025	06/05/2025	06/05/2025		06/30/2025	530.52
5513 - Valley Security Company	636	Bldg A 05/09 Employee entrance 2nd floor	Paid by Check # 387302		06/02/2025	06/05/2025	06/05/2025		06/30/2025	847.36
13725 - 1 Source Mechanical, Inc.	7540	WO for Jail KCBC Sheriff office	Paid by EFT # 97563		06/11/2025	06/16/2025	06/16/2025		06/30/2025	5,169.67



# Administration Accounts Payable by GL Distribution

Payment Date Range 06/01/25 - 06/30/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 001 - General Fund</b>										
Department <b>080 - Building Management</b>										
Sub-Department <b>080 - Building Mgmt- Government Center</b>										
Account <b>52110 - Repairs and Maint- Buildings</b>										
1191 - Alarm Detection Systems, Inc.	SI-632710	2170 point remove pivots & install a hinge on #100	Paid by EFT # 97576		05/27/2025	06/09/2025	06/09/2025		06/30/2025	904.30
1191 - Alarm Detection Systems, Inc.	98135-1061	Q-3 JULY TO SEPTEMBER 2025	Paid by EFT # 97576		06/08/2025	06/13/2025	06/13/2025		06/30/2025	44,329.50
3060 - Grainger Inc	9529478001	2025-1356	Paid by EFT # 97683		06/04/2025	06/05/2025	06/05/2025		06/30/2025	26.68
3060 - Grainger Inc	9529477763	2025-1356	Paid by EFT # 97683		06/04/2025	06/05/2025	06/05/2025		06/30/2025	21.39
3060 - Grainger Inc	9526165114	2025-1333	Paid by EFT # 97683		06/02/2025	06/05/2025	06/05/2025		06/30/2025	162.82
3060 - Grainger Inc	9526219911	2025-1333	Paid by EFT # 97683		06/02/2025	06/05/2025	06/05/2025		06/30/2025	82.63
3060 - Grainger Inc	9526219929	2025-1333	Paid by EFT # 97683		06/02/2025	06/05/2025	06/05/2025		06/30/2025	32.82
3060 - Grainger Inc	9532435972	2025-1383	Paid by EFT # 97683		06/06/2025	06/09/2025	06/09/2025		06/30/2025	64.50
3060 - Grainger Inc	9532645042	2025-1383	Paid by EFT # 97683		06/06/2025	06/09/2025	06/09/2025		06/30/2025	81.08
3060 - Grainger Inc	9532435980	2025-1383	Paid by EFT # 97683		06/06/2025	06/09/2025	06/09/2025		06/30/2025	20.00
3060 - Grainger Inc	9467744828	2025-0963	Paid by EFT # 97683		04/09/2025	06/12/2025	06/12/2025		06/30/2025	2,055.40
3060 - Grainger Inc	9532853901	2025-1383	Paid by EFT # 97683		06/09/2025	06/12/2025	06/12/2025		06/30/2025	21.55
3060 - Grainger Inc	9538890378	2025-1400	Paid by EFT # 97683		06/12/2025	06/15/2025	06/15/2025		06/30/2025	816.47
3060 - Grainger Inc	9538890352	2025-1400	Paid by EFT # 97683		06/12/2025	06/16/2025	06/16/2025		06/30/2025	98.91
3060 - Grainger Inc	9537808132	2025-1383	Paid by EFT # 97683		06/12/2025	06/16/2025	06/16/2025		06/30/2025	948.84
2779 - ILLCO, Inc.	1446160	800 075-080 ARMSTRONG INVERTED BUCKET TRAP 3/4" 80 PSI	Paid by Check # 387276		06/03/2025	06/16/2025	06/16/2025		06/30/2025	269.66
2779 - ILLCO, Inc.	1445980	2025-1195	Paid by Check # 387276		05/29/2025	06/16/2025	06/16/2025		06/30/2025	47.03
14666 - John Peterson Electric	INV1374	ER service call on elevator transfer switch problems	Paid by EFT # 97713		06/04/2025	06/09/2025	06/09/2025		06/30/2025	420.00
8388 - Havlicek Geneva Ace Hardware, LLC	111887/1	Batteries	Paid by EFT # 97695		04/01/2025	06/05/2025	06/05/2025		06/30/2025	41.38



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<b>Fund 001 - General Fund</b>										
Department <b>080 - Building Management</b>										
Sub-Department <b>080 - Building Mgmt- Government Center</b>										
Account <b>52110 - Repairs and Maint- Buildings</b>										
8675 - Key Construction Group, Inc.	25-180	25-1207	Paid by EFT # 97724		06/11/2025	06/13/2025	06/13/2025		06/30/2025	8,250.00
8675 - Key Construction Group, Inc.	25-181	2025-1206	Paid by EFT # 97724		06/11/2025	06/13/2025	06/13/2025		06/30/2025	750.00
8675 - Key Construction Group, Inc.	25-188	Adult Corrections Broken Cast Iron Piping	Paid by EFT # 97724		06/11/2025	06/15/2025	06/15/2025		06/30/2025	1,004.48
14273 - Martinez Retail Management, Inc.	47750	June 2025 window ckleanig	Paid by EFT # 97745		06/09/2025	06/18/2025	06/18/2025		06/30/2025	14,475.00
8601 - Johnson Controls Security Solutions (Tyco)	41354321	Daughter Boards KBC	Paid by EFT # 97714		06/02/2025	06/17/2025	06/17/2025		06/30/2025	2,985.00
14124 - Midwest Power Industry, Inc.	2247	06/03 Center - Assist with Transfer Switch - Contractor and elev	Paid by EFT # 97756		06/12/2025	06/16/2025	06/16/2025		06/30/2025	660.00
Account <b>52110 - Repairs and Maint- Buildings</b> Totals									Invoice Transactions 110	\$197,790.58
Account <b>52120 - Repairs and Maint- Grounds</b>										
12859 - Ratliff Landscaping Inc	6599	2170 Point clean up	Paid by EFT # 97472		05/20/2025	05/22/2025	05/22/2025		06/16/2025	5,300.00
12859 - Ratliff Landscaping Inc	6611	June 2025	Paid by EFT # 97472		06/01/2025	06/02/2025	06/02/2025		06/16/2025	11,467.12
Account <b>52120 - Repairs and Maint- Grounds</b> Totals									Invoice Transactions 2	\$16,767.12
Account <b>52160 - Repairs and Maint- Equipment</b>										
3060 - Grainger Inc	9420883622	2025-583	Paid by EFT # 97033		02/26/2025	05/13/2025	05/13/2025		06/02/2025	121.06
Account <b>52160 - Repairs and Maint- Equipment</b> Totals									Invoice Transactions 1	\$121.06
Account <b>52260 - Grease Trap- Septic Services</b>										
1799 - Black Gold Septic Contractors, Inc	49485	JC GREASE TRAP CLEANING	Paid by EFT # 97275		05/23/2025	05/30/2025	05/30/2025		06/16/2025	205.00
1799 - Black Gold Septic Contractors, Inc	49541	May 2025 service	Paid by EFT # 97275		05/27/2025	06/02/2025	06/02/2025		06/16/2025	535.00
1799 - Black Gold Septic Contractors, Inc	49542	May 2025 service	Paid by EFT # 97275		05/27/2025	06/02/2025	06/02/2025		06/16/2025	285.00
Account <b>52260 - Grease Trap- Septic Services</b> Totals									Invoice Transactions 3	\$1,025.00
Account <b>53060 - General Printing</b>										
1395 - Cenveo Worldwide Limited	111-687410	CRIMINAL TEAM PRINTS 1/1CJET NO WINDOW	Paid by EFT # 96968		05/14/2025	05/21/2025	05/21/2025		06/02/2025	718.50
1849 - Batavia Instant Print Inc	20250103	Inmate Currency envelope #10-28 White	Paid by EFT # 96946		03/11/2025	05/19/2025	05/19/2025		06/02/2025	422.00
1849 - Batavia Instant Print Inc	20250273	Policy black ink printing forms	Paid by EFT # 96946		05/16/2025	05/21/2025	05/21/2025		06/02/2025	1,142.10



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<b>Fund 001 - General Fund</b>										
Department <b>080 - Building Management</b>										
Sub-Department <b>080 - Building Mgmt- Government Center</b>										
Account <b>53060 - General Printing</b>										
1849 - Batavia Instant Print Inc	20250280	Pritning 3 and 5 part forms	Paid by EFT # 97267		05/19/2025	05/22/2025	05/22/2025		06/16/2025	2,183.25
1849 - Batavia Instant Print Inc	20250289	5 parts form printing	Paid by EFT # 97267		05/20/2025	05/22/2025	05/22/2025		06/16/2025	1,308.80
1849 - Batavia Instant Print Inc	20250292	D-007 Order for body attachment/mittimus -- 6323	Paid by EFT # 97267		05/21/2025	05/22/2025	05/22/2025		06/16/2025	674.60
1849 - Batavia Instant Print Inc	20250309	Pretrial forms	Paid by EFT # 97267		05/30/2025	06/03/2025	06/03/2025		06/16/2025	1,251.90
1849 - Batavia Instant Print Inc	20250301	Form Printing	Paid by EFT # 97267		05/27/2025	06/04/2025	06/04/2025		06/16/2025	333.80
1849 - Batavia Instant Print Inc	20250354	USDA Food and Nutrition	Paid by EFT # 97592		06/16/2025	06/17/2025	06/17/2025		06/30/2025	42.65
Account <b>53060 - General Printing</b> Totals									Invoice Transactions 9	\$8,077.60
Account <b>60010 - Operating Supplies</b>										
3509 - DS Services of America, Inc. dba Primo Water NA	23847737 051025	April 2025	Paid by EFT # 97005		05/10/2025	05/15/2025	05/15/2025		06/02/2025	79.83
11058 - JP Morgan Chase Bank N.A.	0805-MW-05/25	May Pcard charges	Paid by EFT # 97395		05/30/2025	06/02/2025	06/02/2025		06/16/2025	169.67
3509 - DS Services of America, Inc. dba Primo Water NA	23847737 060725	May delivery	Paid by EFT # 97647		06/07/2025	06/12/2025	06/12/2025		06/30/2025	113.77
Account <b>60010 - Operating Supplies</b> Totals									Invoice Transactions 3	\$363.27
Account <b>60090 - Utilities- Sewer</b>										
1044 - City of Geneva	198003940001-625	325554113 GC 719 BATAVIA 04/01-05/01/2025	Paid by EFT # 96978		05/15/2025	05/15/2025	05/15/2025		06/02/2025	161.66
1044 - City of Geneva	198004210000-625	78056094 757 e fabyan 04/01/-05/01/2025	Paid by EFT # 96980		05/15/2025	05/15/2025	05/15/2025		06/02/2025	16.88
1044 - City of Geneva	198003941000-625	93527782 BLDG B 04/01-05/01/2025	Paid by EFT # 96979		05/15/2025	05/15/2025	05/15/2025		06/02/2025	83.56
1044 - City of Geneva	198003939000-625	93642390 BLDG C 04/01-05/01/2025	Paid by EFT # 96977		05/15/2025	05/15/2025	05/15/2025		06/02/2025	206.64
1080 - City of St. Charles	0010676000-525	00106760-00 540 randall 04/01-05/01/2025	Paid by EFT # 96985		05/01/2025	05/13/2025	05/13/2025		06/02/2025	160.65
1080 - City of St. Charles	0010683300-525	0010683300 37w777 JC 03/29-04/30/2025	Paid by EFT # 96984		04/30/2025	05/13/2025	05/13/2025		06/02/2025	724.14
1080 - City of St. Charles	0010701100-525	00107011-00 37W699 04/01-04/30/2025	Paid by EFT # 96982		04/30/2025	05/13/2025	05/13/2025		06/02/2025	218.39
1080 - City of St. Charles	0010692500-525	0010692500 Jail 04/01-04/30/2025	Paid by EFT # 96981		04/30/2025	05/13/2025	05/13/2025		06/02/2025	8,716.86



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<b>Fund 001 - General Fund</b>										
Department <b>080 - Building Management</b>										
Sub-Department <b>080 - Building Mgmt- Government Center</b>										
Account <b>60090 - Utilities- Sewer</b>										
1080 - City of St. Charles	0010683600-525	00106836-00 JJC 03/29-04/30/2025	Paid by EFT # 96986		04/30/2025	05/14/2025	05/14/2025		06/02/2025	524.47
1044 - City of Geneva	305000160002-625	341341011 401 campbell 04/15-05/15/2025	Paid by EFT # 97300		05/30/2025	06/03/2025	06/03/2025		06/16/2025	11.48
1044 - City of Geneva	305000221000-625	337598526 427 CAMPBELL 04/15-05/15/2025	Paid by EFT # 97301		05/30/2025	06/04/2025	06/04/2025		06/16/2025	93.20
1044 - City of Geneva	305000460000-625	328545802 OCH 04/14-05/14/2025	Paid by EFT # 97303		05/30/2025	06/04/2025	06/04/2025		06/16/2025	259.83
1044 - City of Geneva	305000240000-625	341341013 428 JAMES 04/15-05/15/2025	Paid by EFT # 97302		05/30/2025	06/04/2025	06/04/2025		06/16/2025	21.93
11058 - JP Morgan Chase Bank N.A.	0805-MW-05/25	May Pcard charges	Paid by EFT # 97395		05/30/2025	06/02/2025	06/02/2025		06/16/2025	388.78
1080 - City of St. Charles	0010676000-625	00106760-00 540 randall HSE 05/01-05/30/2025	Paid by EFT # 97627		05/30/2025	06/13/2025	06/13/2025		06/30/2025	152.57
1080 - City of St. Charles	0010683300-625	00106833-00 37w777 04/30-05/29/2025	Paid by EFT # 97626		05/29/2025	06/13/2025	06/13/2025		06/30/2025	730.40
1080 - City of St. Charles	0010683600-625	00106836-00 JJC 04/30-05/29/2025	Paid by EFT # 97625		05/29/2025	06/13/2025	06/13/2025		06/30/2025	527.25
1080 - City of St. Charles	0010692500-625	00106925-00 Jail 04/30-05/29/2025	Paid by EFT # 97629		05/29/2025	06/13/2025	06/13/2025		06/30/2025	9,363.46
1080 - City of St. Charles	0010701100-625	00107011-00 37W699 04/30-05/29/2025	Paid by EFT # 97624		05/29/2025	06/15/2025	06/15/2025		06/30/2025	179.14
Account <b>60090 - Utilities- Sewer</b> Totals Invoice Transactions 19										\$22,541.29
Account <b>60100 - Utilities- Water</b>										
1044 - City of Geneva	198003940001-625	325554113 GC 719 BATAVIA 04/01-05/01/2025	Paid by EFT # 96978		05/15/2025	05/15/2025	05/15/2025		06/02/2025	262.64
1044 - City of Geneva	198004210000-625	78056094 757 e fabyan 04/01-05/01/2025	Paid by EFT # 96980		05/15/2025	05/15/2025	05/15/2025		06/02/2025	5.60
1044 - City of Geneva	198003941000-625	93527782 BLDG B 04/01-05/01/2025	Paid by EFT # 96979		05/15/2025	05/15/2025	05/15/2025		06/02/2025	150.02
1044 - City of Geneva	198003939000-625	93642390 BLDG C 04/01-05/01/2025	Paid by EFT # 96977		05/15/2025	05/15/2025	05/15/2025		06/02/2025	367.29
1080 - City of St. Charles	0010676000-525	00106760-00 540 randall 04/01-05/01/2025	Paid by EFT # 96985		05/01/2025	05/13/2025	05/13/2025		06/02/2025	147.26
1080 - City of St. Charles	0010683300-525	0010683300 37w777 JC 03/29-04/30/2025	Paid by EFT # 96984		04/30/2025	05/13/2025	05/13/2025		06/02/2025	555.62





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<b>Fund 001 - General Fund</b>										
Department <b>080 - Building Management</b>										
Sub-Department <b>080 - Building Mgmt- Government Center</b>										
Account <b>60100 - Utilities- Water</b>										
1080 - City of St. Charles	0010701100-525	00107011-00 37W699 04/01-04/30/2025	Paid by EFT # 96982		04/30/2025	05/13/2025	05/13/2025		06/02/2025	200.41
1080 - City of St. Charles	0010692500-525	0010692500 Jail 04/01-04/30/2025	Paid by EFT # 96981		04/30/2025	05/13/2025	05/13/2025		06/02/2025	6,543.70
1080 - City of St. Charles	0010683600-525	00106836-00 JJC 03/29-04/30/2025	Paid by EFT # 96986		04/30/2025	05/14/2025	05/14/2025		06/02/2025	409.33
1044 - City of Geneva	305000160002-625	341341011 401 campbell 04/15-05/15/2025	Paid by EFT # 97300		05/30/2025	06/03/2025	06/03/2025		06/16/2025	17.64
1044 - City of Geneva	305000221000-625	337598526 427 CAMPBELL 04/15-05/15/2025	Paid by EFT # 97301		05/30/2025	06/04/2025	06/04/2025		06/16/2025	161.37
1044 - City of Geneva	305000460000-625	328545802 OCH 04/14-05/14/2025	Paid by EFT # 97303		05/30/2025	06/04/2025	06/04/2025		06/16/2025	428.39
1044 - City of Geneva	305000240000-625	341341013 428 JAMES 04/15-05/15/2025	Paid by EFT # 97302		05/30/2025	06/04/2025	06/04/2025		06/16/2025	36.73
1045 - City of Aurora	13501972528-625	0094029783 1330 highland 02/28-05/02/2025	Paid by Check # 387130		05/13/2025	05/30/2025	05/30/2025		06/16/2025	74.00
1045 - City of Aurora	13501918970-625	0076386878 1240 HIGHLAND 02/25-05/02/2025	Paid by Check # 387129		05/13/2025	06/02/2025	06/02/2025		06/16/2025	435.80
11058 - JP Morgan Chase Bank N.A.	0805-MW-05/25	May Pcard charges	Paid by EFT # 97395		05/30/2025	06/02/2025	06/02/2025		06/16/2025	309.82
1080 - City of St. Charles	0010676000-625	00106760-00 540 randall HSE 05/01-05/30/2025	Paid by EFT # 97627		05/30/2025	06/13/2025	06/13/2025		06/30/2025	139.78
1080 - City of St. Charles	0010683300-625	00106833-00 37w777 04/30-05/29/2025	Paid by EFT # 97626		05/29/2025	06/13/2025	06/13/2025		06/30/2025	561.61
1080 - City of St. Charles	0010683600-625	00106836-00 JJC 04/30-05/29/2025	Paid by EFT # 97625		05/29/2025	06/13/2025	06/13/2025		06/30/2025	409.81
1080 - City of St. Charles	0010692500-625	00106925-00 Jail 04/30-05/29/2025	Paid by EFT # 97629		05/29/2025	06/13/2025	06/13/2025		06/30/2025	7,032.71
1080 - City of St. Charles	0010701100-625	00107011-00 37W699 04/30-05/29/2025	Paid by EFT # 97624		05/29/2025	06/15/2025	06/15/2025		06/30/2025	170.21
Account <b>60100 - Utilities- Water</b> Totals								Invoice Transactions 21		\$18,419.74
Account <b>60110 - Printing Supplies</b>										
1849 - Batavia Instant Print Inc	20250047	printing forms	Paid by EFT # 96946		02/18/2025	05/16/2025	05/16/2025		06/02/2025	1,383.32



# Administration Accounts Payable by GL Distribution

Payment Date Range 06/01/25 - 06/30/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 001 - General Fund</b>										
Department <b>080 - Building Management</b>										
Sub-Department <b>080 - Building Mgmt- Government Center</b>										
Account <b>60110 - Printing Supplies</b>										
2400 - Veritiv Operating Company	021-62957613	CH 8 1/2X11 10M 20# WHITE 4,000.00 80 80 CT 8.0900 M 3,236.00 N	Paid by EFT # 97869		06/13/2025	06/17/2025	06/17/2025		06/30/2025	3,236.00
Account <b>60110 - Printing Supplies</b> Totals										Invoice Transactions 2
										\$4,619.32
Account <b>60160 - Cleaning Supplies</b>										
3060 - Grainger Inc	9499139930	2025-1156	Paid by EFT # 97033		05/07/2025	05/13/2025	05/13/2025		06/02/2025	2,303.23
3578 - Warehouse Direct, Inc dba Midwest Office Interiors	5924967-0	2025-1158	Paid by EFT # 97207		05/08/2025	05/13/2025	05/13/2025		06/02/2025	6,283.43
3578 - Warehouse Direct, Inc dba Midwest Office Interiors	5924967-1	2025-1158	Paid by EFT # 97207		05/13/2025	05/14/2025	05/14/2025		06/02/2025	1,263.83
3578 - Warehouse Direct, Inc dba Midwest Office Interiors	5932430-0	2025-1261	Paid by EFT # 97546		05/23/2025	06/02/2025	06/02/2025		06/16/2025	996.64
3060 - Grainger Inc	9515547850	2025-1246	Paid by EFT # 97358		05/21/2025	05/22/2025	05/22/2025		06/16/2025	839.32
11058 - JP Morgan Chase Bank N.A.	0805-MW-05/25	May Pcard charges	Paid by EFT # 97395		05/30/2025	06/02/2025	06/02/2025		06/16/2025	1,650.35
11058 - JP Morgan Chase Bank N.A.	8059-KH-05/25	May Pcard charges	Paid by EFT # 97395		05/30/2025	05/30/2025	05/30/2025		06/16/2025	2,151.42
3060 - Grainger Inc	9529478019	2025-1357	Paid by EFT # 97683		06/04/2025	06/05/2025	06/05/2025		06/30/2025	1,768.15
3578 - Warehouse Direct, Inc dba Midwest Office Interiors	5938985-0	2025-1358	Paid by EFT # 97876		06/05/2025	06/09/2025	06/09/2025		06/30/2025	6,678.90
Account <b>60160 - Cleaning Supplies</b> Totals										Invoice Transactions 9
										\$23,935.27
Account <b>63000 - Utilities- Natural Gas</b>										
2253 - Nicor Gas	3243210006-625	2986574 1330 04/11-05/13/2025	Paid by Check # 387094		05/13/2025	05/15/2025	05/15/2025		06/02/2025	170.54
2253 - Nicor Gas	66664808533-625	2836123 1240 HIGHLAND 04/11-05/13/2025	Paid by Check # 387194		05/13/2025	05/22/2025	05/22/2025		06/16/2025	421.37
2253 - Nicor Gas	45651210002-625	4728142 401 campbell 03/24-04/23/2025	Paid by Check # 387196		04/23/2025	05/28/2025	05/28/2025		06/16/2025	179.69
2253 - Nicor Gas	94918544068-625	4153357 427 campbell 03/24-04/23/2025	Paid by Check # 387201		04/23/2025	05/28/2025	05/28/2025		06/16/2025	132.01
2253 - Nicor Gas	88751210001-625	4402684 428 JAMES 03/24-04/23/2025	Paid by Check # 387193		04/23/2025	05/28/2025	05/28/2025		06/16/2025	218.01
2253 - Nicor Gas	10177713418-625	3895375 Ste 200 2170 POint 04/21-05/20/2025	Paid by Check # 387197		05/20/2025	05/28/2025	05/28/2025		06/16/2025	57.66





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Payment Date Range 06/01/25 - 06/30/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 001 - General Fund</b>										
Department <b>080 - Building Management</b>										
Sub-Department <b>080 - Building Mgmt- Government Center</b>										
Account <b>63000 - Utilities- Natural Gas</b>										
2253 - Nicor Gas	55943649875-625	5417293 Ste 100 2170 Point 04/21-05/20/2025	Paid by Check # 387198		05/20/2025	05/28/2025	05/28/2025		06/16/2025	403.01
2253 - Nicor Gas	69442425570-625	3868055 Ste 101 2170 Point 04/21-05/20/2025	Paid by Check # 387202		05/20/2025	05/28/2025	05/28/2025		06/16/2025	58.77
2253 - Nicor Gas	61179448016-625	3937112 Ste 300 2170 Point 04/21-05/20/2025	Paid by Check # 387200		05/20/2025	05/28/2025	05/28/2025		06/16/2025	150.08
2253 - Nicor Gas	77781570948-625	3894636 Ste 600 2170 Point 03/20-05/20/2025	Paid by Check # 387192		05/20/2025	05/28/2025	05/28/2025		06/16/2025	114.58
2253 - Nicor Gas	45651210002-725	4728142 401 campbell 04/23-05/22/2025	Paid by Check # 387199		05/22/2025	05/28/2025	05/28/2025		06/16/2025	125.15
2253 - Nicor Gas	94918544068-725	4153357 427 campbell 04/23-05/22/2025	Paid by Check # 387195		05/22/2025	05/28/2025	05/28/2025		06/16/2025	88.60
2253 - Nicor Gas	88751210001-725	4402684 428 JAMES 04/23-05/22/2025	Paid by Check # 387190		05/22/2025	05/28/2025	05/28/2025		06/16/2025	123.30
1066 - Constellation NewEnergy-Gas Division, LLC	4320881	BG-164802 ALL BLDG MGMT BLDG APRIL 2025	Paid by EFT # 97306		05/23/2025	05/30/2025	05/30/2025		06/16/2025	18,439.97
1066 - Constellation NewEnergy-Gas Division, LLC	4327902	BG-164802 ALL BLDG MGMT BLDG MAY 2025	Paid by EFT # 97639		06/06/2025	06/11/2025	06/11/2025		06/30/2025	14,448.73
2253 - Nicor Gas	3243210006-725	5632664 1330 highland 05/13-06/13/2025	Paid by Check # 387289		06/13/2025	06/16/2025	06/16/2025		06/30/2025	101.74
Account <b>63000 - Utilities- Natural Gas</b> Totals Invoice Transactions 16										<b>\$35,233.21</b>
Account <b>63010 - Utilities- Electric</b>										
1080 - City of St. Charles	0010676000-525	00106760-00 540 randall 04/01-05/01/2025	Paid by EFT # 96985		05/01/2025	05/13/2025	05/13/2025		06/02/2025	59.65
1080 - City of St. Charles	0010683300-525	0010683300 37w777 JC 03/29-04/30/2025	Paid by EFT # 96984		04/30/2025	05/13/2025	05/13/2025		06/02/2025	2.75
1080 - City of St. Charles	0010688900-525	00106889-00 540 s Randall 04/01-05/01/2025	Paid by EFT # 96983		05/01/2025	05/13/2025	05/13/2025		06/02/2025	9,214.97
1044 - City of Geneva	198003940001-625	325554113 GC 719 BATAVIA 04/01-05/01/2025	Paid by EFT # 96978		05/15/2025	05/15/2025	05/15/2025		06/02/2025	8,883.65
1044 - City of Geneva	198004210000-625	78056094 757 e fabyan 04/01/-05/01/2025	Paid by EFT # 96980		05/15/2025	05/15/2025	05/15/2025		06/02/2025	25.98



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 001 - General Fund</b>										
Department <b>080 - Building Management</b>										
Sub-Department <b>080 - Building Mgmt- Government Center</b>										
Account <b>63010 - Utilities- Electric</b>										
1044 - City of Geneva	198004209000-625	329434919 OEM FABYAN 04/01-05/02/25	Paid by EFT # 96976		05/15/2025	05/15/2025	05/15/2025		06/02/2025	34.68
14252 - GSD, LLC dba GRNE Solarfield 05, LLC	CI-000457845	Owned PPA System Revenue Soalr Field April 2025	Paid by EFT # 97037		04/30/2025	05/13/2025	05/13/2025		06/02/2025	14,620.14
1054 - ComEd	5299158000-725	272586001 UNIT 1SW 04/11-05/13/2025	Paid by Check # 387069		05/14/2025	05/19/2025	05/19/2025		06/02/2025	54.76
1054 - ComEd	7464638000-725	230221015 Unit 4 1240 04/11-05/13/2025	Paid by Check # 387062		05/14/2025	05/19/2025	05/19/2025		06/02/2025	90.66
1054 - ComEd	8309948000-725	272586002 Unit 3ne 1240 04/11-05/13/2025	Paid by Check # 387053		05/14/2025	05/19/2025	05/19/2025		06/02/2025	223.44
1054 - ComEd	8348358000-725	230157283 1240 Highland 04/11-05/13/2025	Paid by Check # 387059		05/14/2025	05/19/2025	05/19/2025		06/02/2025	892.29
1054 - ComEd	8464638000-725	272585170 unit 11 04/11-05/13/2025	Paid by Check # 387072		05/14/2025	05/19/2025	05/19/2025		06/02/2025	126.30
1054 - ComEd	9566448000-725	272585279 1240 unit 6 04/11-05/13/2025	Paid by Check # 387063		05/14/2025	05/19/2025	05/19/2025		06/02/2025	152.31
1054 - ComEd	9765948000-725	272585929 1240 unit 14 04/11-05/13/2025	Paid by Check # 387055		05/14/2025	05/19/2025	05/19/2025		06/02/2025	82.00
1054 - ComEd	0491258000-725	272585168 1240 unit 12 04/11-05/13/2025	Paid by Check # 387054		05/14/2025	05/20/2025	05/20/2025		06/02/2025	77.06
1054 - ComEd	0529548000-725	230221016 Unit 5 04/11-05/13/2025	Paid by Check # 387064		05/14/2025	05/20/2025	05/20/2025		06/02/2025	96.30
1054 - ComEd	3261848000-725	272585257 UNIT 24 04/11-05/13/2025	Paid by Check # 387056		05/14/2025	05/20/2025	05/20/2025		06/02/2025	90.10
1054 - ComEd	1612348000-725	272585930 unit 22 04/11-05/13/2025	Paid by Check # 387061		05/14/2025	05/20/2025	05/20/2025		06/02/2025	66.72
1054 - ComEd	1529548000-725	272585281 unit 14S 04/11-05/13/2025	Paid by Check # 387065		05/14/2025	05/20/2025	05/20/2025		06/02/2025	52.27
1054 - ComEd	6348258000-725	272585258 Unit 27 1240 04/11-05/13/2025	Paid by Check # 387070		05/14/2025	05/20/2025	05/20/2025		06/02/2025	37.41
1054 - ComEd	4575848000-725	272585927 Unit 17 1240 04/11-05/13/2025	Paid by Check # 387066		05/14/2025	05/20/2025	05/20/2025		06/02/2025	74.16
1054 - ComEd	3930648000-725	230296734 1330 Highland 04/11-05/13/2025	Paid by Check # 387058		05/14/2025	05/20/2025	05/20/2025		06/02/2025	443.96



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 001 - General Fund</b>										
Department <b>080 - Building Management</b>										
Sub-Department <b>080 - Building Mgmt- Government Center</b>										
Account <b>63010 - Utilities- Electric</b>										
1054 - ComEd	3776048000-725	272586000 1240 unit 25 04/11-05/13/2025	Paid by Check # 387071		05/14/2025	05/20/2025	05/20/2025		06/02/2025	87.37
1054 - ComEd	0436668278-625	230358704 2170 Point Unit Hse Panel 04/22-05/22/2025	Paid by Check # 387162		05/27/2025	06/02/2025	06/02/2025		06/16/2025	153.05
1054 - ComEd	1829152846-625	230011119 2170 Point unit 300 04/22-05/22/2025	Paid by Check # 387156		05/27/2025	06/03/2025	06/03/2025		06/16/2025	113.22
1054 - ComEd	5709009188-625	230068790 2170 Point Unit 600 04/22-05/22/2025	Paid by Check # 387157		05/27/2025	06/03/2025	06/03/2025		06/16/2025	297.43
1054 - ComEd	6402935459-625	230022998 2170 POINT UNIT 100 04/22-05/22/2025	Paid by Check # 387163		05/27/2025	06/03/2025	06/03/2025		06/16/2025	646.27
1054 - ComEd	3538019310-625	230036713 2170 point Unit 500 04/22-05/22/2025	Paid by Check # 387160		05/27/2025	06/03/2025	06/03/2025		06/16/2025	446.12
1054 - ComEd	7673317000-725	230046589 MPB 04/30-05/30/2025	Paid by Check # 387159		05/30/2025	06/04/2025	06/04/2025		06/16/2025	4,416.55
1054 - ComEd	0105583000-625	230076350 JJC 04/30-05/30/2025	Paid by Check # 387158		06/02/2025	06/05/2025	06/05/2025		06/16/2025	10,420.75
1044 - City of Geneva	305000160002-625	341341011 401 campbell 04/15-05/15/2025	Paid by EFT # 97300		05/30/2025	06/03/2025	06/03/2025		06/16/2025	69.55
1044 - City of Geneva	305000221000-625	337598526 427 CAMPBELL 04/15-05/15/2025	Paid by EFT # 97301		05/30/2025	06/04/2025	06/04/2025		06/16/2025	560.37
1044 - City of Geneva	305000460000-625	328545802 OCH 04/14-05/14/2025	Paid by EFT # 97303		05/30/2025	06/04/2025	06/04/2025		06/16/2025	4,455.55
1044 - City of Geneva	305000240000-625	341341013 428 JAMES 04/15-05/15/2025	Paid by EFT # 97302		05/30/2025	06/04/2025	06/04/2025		06/16/2025	142.65
1080 - City of St. Charles	0010676000-625	00106760-00 540 randall HSE 05/01-05/30/2025	Paid by EFT # 97627		05/30/2025	06/13/2025	06/13/2025		06/30/2025	62.45
1080 - City of St. Charles	0010683300-625	00106833-00 37w777 04/30-05/29/2025	Paid by EFT # 97626		05/29/2025	06/13/2025	06/13/2025		06/30/2025	2.75
1080 - City of St. Charles	0010683600-625	00106836-00 JJC 04/30-05/29/2025	Paid by EFT # 97625		05/29/2025	06/13/2025	06/13/2025		06/30/2025	2.75
1080 - City of St. Charles	0010688900-625	00106889-00 540 s Randall 05/01-05/30/2025	Paid by EFT # 97628		05/30/2025	06/13/2025	06/13/2025		06/30/2025	8,821.02



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Payment Date Range 06/01/25 - 06/30/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 001 - General Fund</b>										
Department <b>080 - Building Management</b>										
Sub-Department <b>080 - Building Mgmt- Government Center</b>										
Account <b>63010 - Utilities- Electric</b>										
1080 - City of St. Charles	0010692500-625	00106925-00 Jail 04/30 -05/29/2025	Paid by EFT # 97629		05/29/2025	06/13/2025	06/13/2025		06/30/2025	2.75
1080 - City of St. Charles	0010701100-625	00107011-00 37W699 04/30-05/29/2025	Paid by EFT # 97624		05/29/2025	06/15/2025	06/15/2025		06/30/2025	2.75
14252 - GSD, LLC dba GRNE Solarfield 05, LLC	CI-000474025	May 2025	Paid by EFT # 97686		05/31/2025	06/09/2025	06/09/2025		06/30/2025	17,550.88
1054 - ComEd	8309948000-825	272586002 Unit 3ne 1240 05/13-06/12/2025	Paid by Check # 387241		06/13/2025	06/16/2025	06/16/2025		06/30/2025	187.07
1054 - ComEd	8464638000-825	272585170 unit 11 05/13-06/12/2025	Paid by Check # 387238		06/13/2025	06/16/2025	06/16/2025		06/30/2025	101.50
1054 - ComEd	8348358000-825	230157283 1240 Highland 05/13-06/12/2025	Paid by Check # 387237		06/13/2025	06/16/2025	06/16/2025		06/30/2025	1,001.35
1054 - ComEd	9765948000-825	272585929 1240 unit 14 05/13-06/12/25	Paid by Check # 387257		06/13/2025	06/16/2025	06/16/2025		06/30/2025	69.55
1054 - ComEd	9566448000-825	272585279 1240 unit 6 05/13-06/12/2025	Paid by Check # 387240		06/13/2025	06/16/2025	06/16/2025		06/30/2025	156.36
1054 - ComEd	9348358111-825	272585999 1240 Unit 2nw 05/13-06/12/2025	Paid by Check # 387249		06/13/2025	06/16/2025	06/16/2025		06/30/2025	39.42
1054 - ComEd	7464638000-825	230221015 Unit 4 1240 05/13-06/12/2025	Paid by Check # 387262		06/13/2025	06/16/2025	06/16/2025		06/30/2025	84.48
1054 - ComEd	6348258000-825	272585258 Unit 27 1240 05/13-06/12/2025	Paid by Check # 387248		06/13/2025	06/16/2025	06/16/2025		06/30/2025	34.80
1054 - ComEd	4575848000-825	272585927 Unit 17 1240 05/13-06/12/2025	Paid by Check # 387256		06/13/2025	06/16/2025	06/16/2025		06/30/2025	66.80
1054 - ComEd	3776048000-825	272586000 1240 unit 25 05/13-06/12/2025	Paid by Check # 387261		06/13/2025	06/16/2025	06/16/2025		06/30/2025	80.24
1054 - ComEd	3261848000-825	272585257 UNIT 24 05/13-06/12/2025	Paid by Check # 387259		06/13/2025	06/16/2025	06/16/2025		06/30/2025	77.37
1054 - ComEd	3930648000-825	230296734 1330 Highland 05/13-06/12/25	Paid by Check # 387250		06/13/2025	06/16/2025	06/16/2025		06/30/2025	482.83
1054 - ComEd	5299158000-825	272586001 UNIT 1SW 05/13-06/12/2025	Paid by Check # 387251		06/13/2025	06/16/2025	06/16/2025		06/30/2025	49.80
1054 - ComEd	1612348000-825	272585930 unit 22 05/13-06/12/2025	Paid by Check # 387255		06/13/2025	06/16/2025	06/16/2025		06/30/2025	64.37
1054 - ComEd	0529548000-825	230221016 Unit 5 05/13-06/12/2025	Paid by Check # 387258		06/13/2025	06/16/2025	06/16/2025		06/30/2025	75.73



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Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>001 - General Fund</b>										
Department <b>080 - Building Management</b>										
Sub-Department <b>080 - Building Mgmt- Government Center</b>										
Account <b>63010 - Utilities- Electric</b>										
1054 - ComEd	0491258000-825	272585168 1240 unit 12 05/13-06/12/2025	Paid by Check # 387254		06/13/2025	06/16/2025	06/16/2025		06/30/2025	63.61
Account <b>63010 - Utilities- Electric</b> Totals							Invoice Transactions	57		<u>\$86,291.07</u>
Sub-Department <b>080 - Building Mgmt- Government Center</b> Totals							Invoice Transactions	260		<u>\$437,628.15</u>
Sub-Department <b>088 - Bldg Mgmt- ROE Office &amp; Supplies</b>										
Account <b>52210 - Building Lease</b>										
9736 - Batavia Enterprises Real Estate, LLC	ROEJULY2025	ROE July 2025	Paid by EFT # 96945		05/19/2025	05/19/2025	05/19/2025		06/02/2025	14,233.10
9736 - Batavia Enterprises Real Estate, LLC	ROE-825	ROE August 2025	Paid by EFT # 97591		06/09/2025	06/09/2025	06/09/2025		06/30/2025	14,802.42
Account <b>52210 - Building Lease</b> Totals							Invoice Transactions	2		<u>\$29,035.52</u>
Sub-Department <b>088 - Bldg Mgmt- ROE Office &amp; Supplies</b> Totals							Invoice Transactions	2		<u>\$29,035.52</u>
Department <b>080 - Building Management</b> Totals							Invoice Transactions	262		<u>\$466,663.67</u>
Fund <b>001 - General Fund</b> Totals							Invoice Transactions	290		<u>\$487,701.84</u>
Fund <b>101 - Geographic Information Systems</b>										
Department <b>060 - Information Technologies</b>										
Sub-Department <b>070 - Geographic Information Systems</b>										
Account <b>50150 - Contractual/Consulting Services</b>										
10530 - Nearmap US, Inc.	INV01744941	Invoice INV01744941 NearmapVerticalRenewal 5/2/25-5/1/26	Paid by EFT # 97765		05/02/2025	06/16/2025	06/16/2025		06/30/2025	24,525.00
Account <b>50150 - Contractual/Consulting Services</b> Totals							Invoice Transactions	1		<u>\$24,525.00</u>
Account <b>53130 - General Association Dues</b>										
11058 - JP Morgan Chase Bank N.A.	2648-KL-05/25	May 2025 Pcard Charges - GIS KDL 2648	Paid by EFT # 97395		05/30/2025	06/05/2025	06/05/2025		06/16/2025	285.00
Account <b>53130 - General Association Dues</b> Totals							Invoice Transactions	1		<u>\$285.00</u>
Account <b>60000 - Office Supplies</b>										
3509 - DS Services of America, Inc. dba Primo Water NA	23847718 051025	Invoice 23847718 051025 Water Services GIS FY2025	Paid by EFT # 97005		05/10/2025	05/12/2025	05/12/2025		06/02/2025	17.96
11058 - JP Morgan Chase Bank N.A.	2648-KL-05/25	May 2025 Pcard Charges - GIS KDL 2648	Paid by EFT # 97395		05/30/2025	06/05/2025	06/05/2025		06/16/2025	42.85
3509 - DS Services of America, Inc. dba Primo Water NA	23847718 060725	Invoice 23847718 060725 - Water Services	Paid by EFT # 97647		06/07/2025	06/16/2025	06/16/2025		06/30/2025	12.97
Account <b>60000 - Office Supplies</b> Totals							Invoice Transactions	3		<u>\$73.78</u>



# Administration Accounts Payable by GL Distribution

Payment Date Range 06/01/25 - 06/30/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 101 - Geographic Information Systems</b>										
Department <b>060 - Information Technologies</b>										
Sub-Department <b>070 - Geographic Information Systems</b>										
Account <b>60020 - Computer Related Supplies</b>										
5540 - The Tree House, Inc.	132618	Invoice 132618 GIS Plotter Ink - HPC9374A Grey & HPC9373A Yellow	Paid by Check # 387218		05/12/2025	06/03/2025	06/03/2025		06/16/2025	183.10
Account <b>60020 - Computer Related Supplies</b> Totals									Invoice Transactions 1	<u>\$183.10</u>
Account <b>60050 - Books and Subscriptions</b>										
1041 - Dell Marketing LP	10807132330	Inv 10807132330 Quote 3000186649794.1 Cust 169738 DellAutomate	Paid by Check # 387074		03/28/2025	05/15/2025	05/15/2025		06/02/2025	123.25
Account <b>60050 - Books and Subscriptions</b> Totals									Invoice Transactions 1	<u>\$123.25</u>
Account <b>70000 - Computers</b>										
1041 - Dell Marketing LP	10809951472	Inv 10809951472 Quote 3000186694919.1 - Desktop (2)	Paid by Check # 387074		04/14/2025	05/15/2025	05/15/2025		06/02/2025	4,100.36
1041 - Dell Marketing LP	10809966195	Inv 10809966195 Quote 3000186694921.2 - Desktop Quote - GIS (3)	Paid by Check # 387074		04/14/2025	05/15/2025	05/15/2025		06/02/2025	5,991.15
1041 - Dell Marketing LP	10809951464	Inv 10809951464 Quote 3000186694921.3 - Desktop Quote - GIS (6)	Paid by Check # 387164		04/14/2025	05/15/2025	05/15/2025		06/16/2025	10,524.60
Account <b>70000 - Computers</b> Totals									Invoice Transactions 3	<u>\$20,616.11</u>
Sub-Department <b>070 - Geographic Information Systems</b> Totals									Invoice Transactions 10	<u>\$45,806.24</u>
Department <b>060 - Information Technologies</b> Totals									Invoice Transactions 10	<u>\$45,806.24</u>
Fund <b>101 - Geographic Information Systems</b> Totals									Invoice Transactions 10	<u>\$45,806.24</u>
<b>Fund 390 - Web Technical Services</b>										
Department <b>060 - Information Technologies</b>										
Sub-Department <b>337 - Web Technical Services</b>										
Account <b>50150 - Contractual/Consulting Services</b>										
2324 - Cassie Design	203822	Website Design Services	Paid by EFT # 97293		06/02/2025	06/03/2025	06/03/2025		06/16/2025	1,950.00
11058 - JP Morgan Chase Bank N.A.	1348-JZ-05/25	Zakosek P-Card 05/01/2025- 05/30/2025	Paid by EFT # 97395		05/30/2025	06/04/2025	06/04/2025		06/16/2025	19.95



# Administration Accounts Payable by GL Distribution

Payment Date Range 06/01/25 - 06/30/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 390 - Web Technical Services</b>										
Department <b>060 - Information Technologies</b>										
Sub-Department <b>337 - Web Technical Services</b>										
Account <b>50150 - Contractual/Consulting Services</b>										
12891 - Special Project Staffing dba The Salem Group	4594403	Contractual Employee	Paid by EFT # 97832		06/05/2025	06/16/2025	06/16/2025		06/30/2025	683.55
12891 - Special Project Staffing dba The Salem Group	4594404	Contractual Employee	Paid by EFT # 97832		06/05/2025	06/16/2025	06/16/2025		06/30/2025	664.02
12891 - Special Project Staffing dba The Salem Group	4597875	Contractual Employee	Paid by EFT # 97832		06/12/2025	06/17/2025	06/17/2025		06/30/2025	848.93
12891 - Special Project Staffing dba The Salem Group	4597876	Ashlee Tran	Paid by EFT # 97832		06/12/2025	06/17/2025	06/17/2025		06/30/2025	824.67
Account <b>50150 - Contractual/Consulting Services</b> Totals								Invoice Transactions	6	\$4,991.12
Account <b>50340 - Software Licensing Cost</b>										
11058 - JP Morgan Chase Bank N.A.	1348-JZ-05/25	Zakosek P-Card 05/01/2025-05/30/2025	Paid by EFT # 97395		05/30/2025	06/04/2025	06/04/2025		06/16/2025	600.00
Account <b>50340 - Software Licensing Cost</b> Totals								Invoice Transactions	1	\$600.00
Sub-Department <b>337 - Web Technical Services</b> Totals								Invoice Transactions	7	\$5,591.12
Department <b>060 - Information Technologies</b> Totals								Invoice Transactions	7	\$5,591.12
Fund <b>390 - Web Technical Services</b> Totals								Invoice Transactions	7	\$5,591.12
<b>Fund 520 - Mill Creek Special Service Area</b>										
Department <b>690 - Development</b>										
Sub-Department <b>730 - Mill Creek Special Service Area</b>										
Account <b>50150 - Contractual/Consulting Services</b>										
1053 - Hampton Lenzini & Renwick, Inc.	000020251464	Mill Creek SSA - Administrative Services through May 31st, 2025	Paid by EFT # 97694		06/09/2025	06/09/2025	06/09/2025		06/30/2025	1,071.90
Account <b>50150 - Contractual/Consulting Services</b> Totals								Invoice Transactions	1	\$1,071.90
Account <b>52120 - Repairs and Maint- Grounds</b>										
8523 - Cornerstone Partners Horticultural Services Co.	CP36402	Perennial Installation Supplemental Watering	Paid by EFT # 96994		05/09/2025	05/09/2025	05/09/2025		06/02/2025	1,035.56
8523 - Cornerstone Partners Horticultural Services Co.	CP36401	Perennial Installation Supplemental Watering	Paid by EFT # 96994		05/09/2025	05/09/2025	05/09/2025		06/02/2025	739.68
Account <b>52120 - Repairs and Maint- Grounds</b> Totals								Invoice Transactions	2	\$1,775.24
Account <b>52180 - Building Space Rental</b>										
9183 - Tri City Land Management Co., LLC	4490-411 625	Mill Creek Office Space Rental - June 2025	Paid by EFT # 97190		06/01/2025	06/01/2025	05/20/2025		06/02/2025	1,100.88
Account <b>52180 - Building Space Rental</b> Totals								Invoice Transactions	1	\$1,100.88





# Administration Accounts Payable by GL Distribution

Payment Date Range 06/01/25 - 06/30/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 520 - Mill Creek Special Service Area</b>										
Department <b>690 - Development</b>										
Sub-Department <b>730 - Mill Creek Special Service Area</b>										
Account <b>52230 - Repairs and Maint- Vehicles</b>										
11058 - JP Morgan Chase Bank N.A.	4508-WM-05/25	Meyer Visa Card 05/01/2025- 05/31/2025	Paid by EFT # 97395		05/30/2025	06/04/2025	06/04/2025		06/16/2025	62.67
Account <b>52230 - Repairs and Maint- Vehicles</b> Totals										Invoice Transactions 1
										\$62.67
Account <b>52250 - Intersect Lighting Services</b>										
1257 - Rehm Electric Shop, Inc.	15009	Street Light Repair - S Mill Creek Dr & Main St	Paid by EFT # 97475		05/15/2025	05/22/2025	05/22/2025		06/16/2025	244.81
Account <b>52250 - Intersect Lighting Services</b> Totals										Invoice Transactions 1
										\$244.81
Account <b>55000 - Miscellaneous Contractual Exp</b>										
11639 - Securadyne Systems Intermediate LLC dba Adesta LLC	INV3- 960004612	Adesta Invoice for May 2025	Paid by EFT # 97488		05/30/2025	06/04/2025	06/04/2025		06/16/2025	4,722.16
Account <b>55000 - Miscellaneous Contractual Exp</b> Totals										Invoice Transactions 1
										\$4,722.16
Account <b>60000 - Office Supplies</b>										
3509 - DS Services of America, Inc. dba Primo Water NA	23913632 051025	Mill Creek Water Delivery On 5/5	Paid by EFT # 97005		05/10/2025	05/12/2025	05/12/2025		06/02/2025	2.99
3509 - DS Services of America, Inc. dba Primo Water NA	23913632 060725	Mill Creek Water Rental	Paid by EFT # 97647		06/07/2025	06/09/2025	06/09/2025		06/30/2025	2.99
Account <b>60000 - Office Supplies</b> Totals										Invoice Transactions 2
										\$5.98
Account <b>60010 - Operating Supplies</b>										
3245 - Paddock Publications (Daily Herald)	335512	Mill Creek Drainage Project Bid Notice	Paid by Check # 387095		05/11/2025	05/12/2025	05/12/2025		06/02/2025	34.50
11058 - JP Morgan Chase Bank N.A.	5011-RS-05/25	Shive P-Card 05/01/2025- 05/30/2025	Paid by EFT # 97395		05/30/2025	06/03/2025	06/03/2025		06/16/2025	136.11
Account <b>60010 - Operating Supplies</b> Totals										Invoice Transactions 2
										\$170.61
Account <b>63020 - Utilities- Intersect Lighting</b>										
1054 - ComEd	0312236000 525	Mill Creek Utility Bill May 2025	Paid by Check # 387067		05/13/2025	05/19/2025	05/19/2025		06/02/2025	139.59
1054 - ComEd	9107954000 525	Mill Creek Utility Bill May 2025	Paid by Check # 387068		05/08/2025	05/21/2025	05/21/2025		06/02/2025	456.55
1054 - ComEd	6262053000 525	Mill Creek Utility Bill May 2025	Paid by Check # 387161		05/16/2025	05/27/2025	05/27/2025		06/16/2025	33.52
2253 - Nicor Gas	39058116755 525	Mill Creek Utility Bill May 2025	Paid by Check # 387189		05/20/2025	05/27/2025	05/27/2025		06/16/2025	56.80
1054 - ComEd	3383319000 725	Mill Creek Utility Bill June 2025	Paid by Check # 387264		06/02/2025	06/09/2025	06/09/2025		06/30/2025	64.18
1054 - ComEd	0312236000 625	Mill Creek Utility Bill June 2025	Paid by Check # 387264		06/11/2025	06/16/2025	06/16/2025		06/30/2025	154.01





# Administration Accounts Payable by GL Distribution

Payment Date Range 06/01/25 - 06/30/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund <b>520 - Mill Creek Special Service Area</b>										
Department <b>690 - Development</b>										
Sub-Department <b>730 - Mill Creek Special Service Area</b>										
Account <b>63020 - Utilities- Intersect Lighting</b>										
1054 - ComEd	9107954000 625	Mill Creek Utility Bill June 2025	Paid by Check # 387265		06/07/2025	06/16/2025	06/16/2025		06/30/2025	363.05
Account <b>63020 - Utilities- Intersect Lighting</b> Totals							Invoice Transactions	7		<u>\$1,267.70</u>
Sub-Department <b>730 - Mill Creek Special Service Area</b> Totals							Invoice Transactions	18		<u>\$10,421.95</u>
Department <b>690 - Development</b> Totals							Invoice Transactions	18		<u>\$10,421.95</u>
Fund <b>520 - Mill Creek Special Service Area</b> Totals							Invoice Transactions	18		<u>\$10,421.95</u>
Grand Totals							Invoice Transactions	325		<u>\$549,521.15</u>

**Kane County Purchasing Card Information**  
**Administration Committee**  
**June 2025 Statement**

BUILDING MANAGEMENT			
Transaction Date	Merchant Name	Additional Information	Transaction Amount
6/2/2025	IL FIRE MARSHAL FEE	WWW.SFM.ILLIN	\$102.25
6/3/2025	AMAZON MKTPL	AMZN.COM/BILL	\$19.65
6/4/2025	AMAZON MKTPL	AMZN.COM/BILL	\$14.90
6/4/2025	AMAZON.COM*NH58S04S2	AMZN.COM/BILL	\$37.83
6/4/2025	CITY OF ELGIN WEB IVR UTI	847-9316001	\$367.39
6/5/2025	AMAZON MKTPL	AMZN.COM/BILL	\$178.92
6/5/2025	AMAZON MKTPL	AMZN.COM/BILL	\$209.79
6/5/2025	AMAZON.COM*N68TX0DJ1	AMZN.COM/BILL	\$165.44
6/6/2025	IL FIRE MARSHAL FEE	WWW.SFM.ILLIN	\$1,763.81
6/7/2025	AMAZON MKTPL	AMZN.COM/BILL	\$165.60
6/8/2025	AMAZON MKTPL	AMZN.COM/BILL	\$24.99
6/9/2025	AMAZON MKTPL	AMZN.COM/BILL	\$19.13
6/9/2025	AMAZON MKTPL	AMZN.COM/BILL	\$132.79
6/9/2025	AMAZON.COM*NH5GE5E60	AMZN.COM/BILL	\$64.91
6/9/2025	IL FIRE MARSHAL FEE	WWW.SFM.ILLIN	\$204.50
6/10/2025	AMAZON MKTPL	AMZN.COM/BILL	\$8.54
6/11/2025	AMAZON MKTPL	AMZN.COM/BILL	\$13.99
6/11/2025	AMAZON MKTPL	AMZN.COM/BILL	\$17.87
6/11/2025	AMAZON MKTPL	AMZN.COM/BILL	\$8.59
6/12/2025	AMAZON MKTPL	AMZN.COM/BILL	\$134.95
6/12/2025	THE HOME DEPOT #6923	SOUTH ELGIN	\$1,659.04
6/13/2025	AMAZON MKTPL	AMZN.COM/BILL	\$17.81
6/14/2025	AMAZON MKTPL	AMZN.COM/BILL	\$57.03
6/14/2025	AMAZON MKTPLPLACE PMTS	AMZN.COM/BILL	(\$7.86)
6/14/2025	AMAZON MKTPLPLACE PMTS	AMZN.COM/BILL	(\$23.58)
6/16/2025	AMAZON MKTPL	AMZN.COM/BILL	\$107.40
6/16/2025	AMAZON.COM*NO7EV6L62	AMZN.COM/BILL	\$568.35
6/24/2025	AMAZON MKTPL	AMZN.COM/BILL	\$36.54
6/25/2025	AMAZON.COM*NQ34M1BK2	AMZN.COM/BILL	\$57.96
6/26/2025	AMAZON MKTPL	AMZN.COM/BILL	\$1,780.25
6/26/2025	AMAZON MKTPL	AMZN.COM/BILL	\$122.40

**Kane County Purchasing Card Information**  
**Administration Committee**  
**June 2025 Statement**

6/27/2025	AMAZON.COM*NQ9KF4G91	AMZN.COM/BILL	\$44.04
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Total: \$8,075.22

INFORMATION TECHNOLOGIES			
Transaction Date	Merchant Name	Additional Information	Transaction Amount
6/1/2025	AMAZON MKTPL	AMZN.COM/BILL	\$4,894.50
6/1/2025	GOOGLE GSUITE_COUNTYOFKAN	650-2530000	\$208.33
6/2/2025	AMAZON MKTPL	AMZN.COM/BILL	\$9.43
6/2/2025	ZOOM.COM 888-799-9666	ZOOM.US	\$40.00
6/3/2025	ATT	800-331-0500	\$432.86
6/3/2025	DNH*GODADDY#3770555141	HTTPS://WWW.G	\$399.98
6/3/2025	TWILIO SENDGRID	WWW.TWILIO.CO	\$19.95
6/4/2025	DNH*GODADDY#3771656919	HTTPS://WWW.G	\$141.02
6/5/2025	AMAZON MKTPL	AMZN.COM/BILL	\$20.99
6/7/2025	AMAZON MKTPL	AMZN.COM/BILL	\$57.33
6/8/2025	COMCAST / XFINITY	800-266-2278	\$127.00
6/9/2025	FS COM INC	253-277-3058	\$11,370.00
6/10/2025	AMAZON MKTPL	AMZN.COM/BILL	\$66.45
6/10/2025	AMAZON MKTPL	AMZN.COM/BILL	\$265.80
6/10/2025	AMAZON MKTPL	AMZN.COM/BILL	\$54.29
6/10/2025	DNH*GODADDY#3778659214	HTTPS://WWW.G	\$275.88
6/10/2025	ONTIMETEL DIALMYCALLS	800-928-2086	\$600.00
6/10/2025	OPENAI *CHATGPT SUBSCR	OPENAI.COM	\$20.00
6/11/2025	COMCAST / XFINITY	800-266-2278	\$202.02
6/11/2025	DNH*GODADDY#3779474593	HTTPS://WWW.G	\$22.17
6/12/2025	COMCAST / XFINITY	800-266-2278	\$581.68
6/12/2025	MEDIACOM BRO	866-290-5400	\$146.08
6/13/2025	AMAZON MKTPL	AMZN.COM/BILL	\$144.00
6/15/2025	COMCAST / XFINITY	800-266-2278	\$196.90
6/16/2025	AMAZON.COM*NO1RI0ZJ2	AMZN.COM/BILL	\$38.66
6/17/2025	TMOBILE*AUTO PAY	800-937-8997	\$78.00
6/18/2025	SKILLCAT	WWW.SKILLCATA	\$50.00
6/19/2025	AMAZON MKTPL	AMZN.COM/BILL	\$39.45
6/19/2025	AMAZON MKTPL	AMZN.COM/BILL	\$1,051.56

**Kane County Purchasing Card Information  
Administration Committee  
June 2025 Statement**

6/19/2025	DNH*GODADDY#3788989265	HTTPS://WWW.G	\$141.02
6/20/2025	AMAZON MKTPL	AMZN.COM/BILL	\$1,326.43
6/20/2025	COMCAST / XFINITY	800-266-2278	\$191.60
6/20/2025	DNH*GODADDY#3789949946	HTTPS://WWW.G	\$839.96
6/21/2025	COMCAST / XFINITY	800-266-2278	\$201.96
6/21/2025	DNH*GODADDY#3791226361	HTTPS://WWW.G	\$374.72
6/21/2025	SKILLCAT	WWW.SKILLCATA	\$96.00
6/23/2025	COMCAST / XFINITY	800-266-2278	\$43.32
6/23/2025	CONTACT ONE CALL CENTER	520-2929222	\$180.05
6/24/2025	AMAZON MKTPL	AMZN.COM/BILL	\$25.49
6/24/2025	AMAZON MKTPL	AMZN.COM/BILL	\$104.63
6/24/2025	AMAZON MKTPL	AMZN.COM/BILL	\$69.99
6/24/2025	ATT*BILL PAYMENT	800-288-2020	\$125.17
6/24/2025	DNH*GODADDY#3794498380	HTTPS://WWW.G	\$199.98
6/25/2025	AMAZON MKTPL	AMZN.COM/BILL	\$19.78
6/25/2025	AMAZON MKTPL	AMZN.COM/BILL	\$33.99
6/25/2025	AMAZON MKTPL	AMZN.COM/BILL	\$170.53
6/25/2025	AMAZON MKTPL	AMZN.COM/BILL	\$109.98
6/25/2025	AMAZON MKTPL	AMZN.COM/BILL	\$56.94
6/25/2025	AMAZON MKTPL	AMZN.COM/BILL	\$114.60
6/25/2025	ATT*BILL PAYMENT	800-288-2020	\$233.93
6/25/2025	COMCAST / XFINITY	800-266-2278	\$202.02
6/26/2025	AMAZON MKTPL	AMZN.COM/BILL	\$243.37
6/26/2025	AMAZON MKTPL	AMZN.COM/BILL	\$35.24
6/26/2025	B2B PRIME*NQ2N239S2	AMZN.COM/BILL	\$129.00
6/27/2025	AMAZON MKTPL	AMZN.COM/BILL	\$17.58
6/27/2025	DNH*GODADDY#3797942977	HTTPS://WWW.G	\$44.34

Total: \$26,885.95

Total all: \$34,961.17

STATE OF ILLINOIS )  
SS.  
COUNTY OF KANE )

**RESOLUTION NO. TMP-25-829**

**AUTHORIZING A CONTRACT EXTENSION FOR KANE COUNTY  
GENERATOR MAINTENANCE SERVICES FOR THE BUILDING  
MANAGEMENT DEPARTMENT WITH MIDWEST POWER INDUSTRY  
INCORPORATED (BID# 23-046)**

WHEREAS, bids were solicited for the Kane County Generator Maintenance Services Bid (BID# 23-046) for facilities maintained by Building Management throughout the County of Kane. A total of seven (7) bids were received by the July 27, 2023 at 2:30 p.m. deadline; and

WHEREAS, Building Management outsources all Generator Maintenance Services which cannot be performed in-house by County staff; and

WHEREAS, the responsive and responsible bidder for Generator Maintenance Services is Midwest Power Industry Incorporated of Ringwood, IL; and

WHEREAS, the contract covers Generator Maintenance Services at Kane County Government facilities. Building Management anticipates service and project needs up to Two Hundred Thousand Dollars (\$200,000) per fiscal year; and

WHEREAS, Midwest Power Industry Incorporated will be used on a preventative maintenance and project-by-project basis; and

WHEREAS, this was a two (2) year contract with three (3) one (1) year extensions if mutually agreed upon and the Kane County Board approves. This is executing the first one (1) year contract extension; and

WHEREAS, accordingly, appropriate funds have been budgeted in the FY2025 Building Management budget.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized and directed to execute the first one (1) year contract extension with Midwest Power Industry Incorporated, 4833 Prime Parkway, McHenry, IL 60050 for Generator Maintenance Services on a preventative maintenance and project-by-project basis for a not to exceed amount of Two Hundred Thousand Dollars (\$200,000) per fiscal year.

*Line Item:* 001.080.080.52110, Various

*Line Item Description:* Repairs and Maint- Buildings, Various

*Was Personnel/Item/Service approved in original budget or a subsequent budget revision?* Yes

*Are funds currently available for this Personnel/Item/Service in the specific line item?* Yes

*If funds are not currently available in the specified line item, where are the funds available?* N/A

Passed by the Kane County Board on August 12, 2025.

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John A. Cunningham, MBA, JD, JD  
Clerk, County Board  
Kane County, Illinois

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Corinne M. Pierog MA, MBA  
Chairman, County Board  
Kane County, Illinois

Vote:



## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

### **Title**

Authorizing a Contract Extension for Kane County Generator Maintenance Services for the Building Management Department with Midwest Power Industry Incorporated (BID#23-046)

### **Committee Flow:**

Administration Committee, Executive Committee, County Board

### **Contact:**

Kevin Harris, 630-762-2174

### **Budget Information:**

Was this item budgeted? Yes	Appropriation Amount: \$200,000
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

### **Summary:**

This resolution authorizes the first one year contract extension with Midwest Power Industry, Inc. for generator maintenance services for the Kane County Building Management Department on a preventative maintenance and project by project basis in the not to exceed amount of \$200,000 per fiscal year.





Passed by the Kane County Board on August 12, 2025.

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John A. Cunningham, MBA, JD, JD  
Clerk, County Board  
Kane County, Illinois

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Corinne M. Pierog MA, MBA  
Chairman, County Board  
Kane County, Illinois

Vote:



## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

### **Title**

Authorizing a Contract Extension with M/M Peters Construction, Inc. for Kane County Concrete Services for the Building Management Department and the Mill Creek Special Service Area (BID#23-041)

### **Committee Flow:**

Administration Committee, Executive Committee, County Board

### **Contact:**

Kevin Harris, 630-762-2174

### **Budget Information:**


Was this item budgeted? Yes	Appropriation Amount: \$600,000
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

### **Summary:**

This resolution authorizes the first one year contract extension with M/M Peters Construction, Inc. for concrete services for the Building Management Department and the Mill Creek Special Service Area. The overall authorization amount is \$600,000 broken out as \$350,000 to Building Management and \$250,000 for the Mill Creek Special Service Area. The County requested and the vendor agreed to this one year extension with the annual increase that is referenced in the original contract.



Passed by the Kane County Board on September 12, 2023.



John A. Cunningham, MBA, J.D.  
Clerk, County Board  
Kane County, Illinois



Corinne M. Pierog MA, MBA  
Chairman, County Board  
Kane County, Illinois

Vote:

PASSED

**County of Kane**  
**PURCHASING DEPARTMENT**  
**KANE COUNTY GOVERNMENT CENTER**

23-369



719 S. Batavia Avenue, Bldg. A  
Geneva, Illinois 60134

Telephone: (630)208-3803  
Fax: (630) 208-5107

**Bid 23-041**

**Concrete Services Project Tabulation**

**Open: July 10, 2023, 2:30 p.m**

**Vendor: M/M Peters Construction Inc.**

Vendor	Description	Minimum units required for no mobilization fee	Unit	Bid Price Small 1SF - 375SF	Bid Price Medium 376SF - 1,750SF	Bid Price Large 1,751SF & Larger	Annual %increase (if any)
<b>M/M Peters Construction, Inc.</b>	Leveling by cutting or grinding existing five (5) foot by four (4) foot sidewalk square	375	Sq. ft.	\$9.33	\$7.73	\$7.73	12%
	Saw-cut and remove up to 12", & replace concrete (4500 psi with fiber and sealer in mix)	375	Sq. ft.	\$26.96	\$24.96	\$24.50	12%
	Replacement of sidewalk squares including, material, labor and equipment as per specification.	375	Sq. ft.	\$14.90	\$13.50	\$12.50	12%
	Total cost for curb replacement per linear foot including material, labor and equipment	10	Lin Sq. ft.	\$33.95	\$32.95	\$31.15	12%
	Total square footage cost for commercial driveway replacement	10	Lin. Sq. ft.	\$23.98	\$23.75	\$20.28	12%
	Saw cut up to 12" concrete	\$7.00	Linear ft.				
	Concrete panel (4500 psi with fiber and sealer in mix)	\$268.92	Sq. yard	\$268.92			12%
	36" drilled caissons (4500 psi with fiber and sealer in mix)	\$3,200.00	Linear ft.				

Mobilization fee when minimums aren't met (lump sum):

\$3,200

**County of Kane**  
**PURCHASING DEPARTMENT**  
**KANE COUNTY GOVERNMENT CENTER**

719 S. Batavia Avenue, Bldg. A  
Geneva, Illinois 60134

Telephone: (630) 208-3803  
Fax: (630) 208-5107



July 11, 2023

**PROCUREMENT SYNOPSIS**

Requesting Department: Building Management Department  
Procurement Name: Bid 23-041 Concrete Services Project  
Recommended Vendors: M/M Peters' Construction, Inc.

**NOTIFICATION AND RESPONSE**

Public Notices: Bidnet Direct and The Daily Herald

Advertising Date:	June 26, 2023	Notices sent/Plan Holders: 15/4
Proposal Due Date:	July 14, 2023	Proposals Received: 1

**PURPOSE**

This contract will provide on-call concrete contracting services for Kane County facilities and campuses.

Vendor	Description	Minimum units required for no mobilization fee	Unit	Bid Price Small 1SF - 375SF	Bid Price Medium 376SF - 1,750SF	Bid Price Large 1,751SF & Larger	Annual %increase (if any)
M/M Peters Construction, Inc.	Leveling by cutting or grinding existing five (5) foot by four (4) foot sidewalk square	375	Sq. ft.	\$9.33	\$7.73	\$7.73	12%
	Saw-cut and remove up to 12", & replace concrete (4500 psi with fiber and sealer in mix)	375	Sq. ft.	\$26.96	\$24.96	\$24.50	12%
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	Total cost for curb replacement per linear foot including material, labor and equipment	10	Lin Sq. ft.	\$33.95	\$32.95	\$31.15	12%
	Total square footage cost for commercial driveway replacement	10	Lin. Sq. ft.	\$23.98	\$23.75	\$20.28	12%
	Saw cut up to 12" concrete	\$7.00	Linear ft.				
	Concrete panel (4500 psi with fiber and sealer in mix)	\$268.92	Sq. yard	\$268.92			12%
	36" drilled caissons (4500 psi with fiber and sealer in mix)	\$3,200.00	Linear ft.				



Mobilization fee when minimums aren't met (lump sum):

\$3,200

Staff has reviewed all bids and determined that M/M Peters' Construction, Inc. will provide these services at the highest quality and value.

As stated in the solicitation document, the term of this agreement is (2) years, with two (2) one-year optional renewal periods if mutually agreed upon.

The Building Management Department recommends awarding the Kane County Concrete Services Project contract to M/M Peters' Construction Inc. of Aurora, IL pending approval by Committee and County Board.

Submitted By:

*Tony Sperkowski*

Tony Sperkowski

Buyer II

**County of Kane**  
**PURCHASING DEPARTMENT**  
**KANE COUNTY GOVERNMENT CENTER**

Karin Kietzman, CPPB  
Director of Purchasing



719 S. Batavia Avenue, Bldg. A.  
Geneva, Illinois 60134  
Telephone: (630) 208-3803  
Fax: (630) 208-5107

**INVITATION TO BID**

**BID NUMBER: 23-041 – Concrete Services Project**

**DATE: June 26, 2023**

The County of Kane is accepting bids from experienced and qualified vendors for an on-call concrete contractor to help with concrete jobs that includes but is not limited to, leveling by cutting or grinding existing concrete; saw-cutting, removal and disposal of existing concrete; site preparation: installation of new concrete for sidewalks, stairs, loading docks, retaining walls, ADA ramps including pouring, consolidating, finishing, curing, applying protective coat, sidewalk; contraction and expansion joints; reinforcing bars; and restoration of adjacent disturbed areas.

The contractor shall be available within one (1) week to meet with the County personnel at the site of the project. Commencement of the Project will be dependent on the urgency of the project.

This is a prevailing wage bid.

**SUBMITTAL REQUIREMENTS:** This bid must be submitted electronically through <https://www.bidnetdirect.com/illinois/kanecounty>

- Signed Offer to Contract Form
- References
- Certificate of Insurance
- Contractor Disclosure Statement/Vendor Certification (upon award)
- Familial Disclosure Statement (upon award)
- Prevailing Wage Required

**SUBMISSION LOCATION:**

County of Kane  
Kane County Government Center  
Purchasing Department  
719 S. Batavia Ave., Bldg. A, Rooms 211, 212 or 214  
Geneva, Illinois 60134  
8:30 a.m.-4:30 p.m. CST, Monday-Friday

**SUBMISSION DATE & TIME:**     **July 10, 2023 at 2:30 p.m. CST**  
Bids received after the submittal time will be  
rejected and returned unopened to the sender.

**CONTACT PERSON:**                     Tony Sperkowski  
    **purchasing@co.kane.il.us**

**DISCLAIMER:** TO THE EXTENT THAT YOU HAVE OBTAINED THESE BID DOCUMENTS FROM A  
SOURCE OTHER THAN BID NET DIRECT, PLEASE BE ADVISED THAT THESE BID DOCUMENTS MAY NOT  
INCLUDE ALL UPDATES, INCLUDING, BUT NOT LIMITED TO, ADDENDUMS, CLARIFICATIONS, AND DUE  
DATE EXTENSIONS. FOR ALL UPDATES TO BID DOCUMENTS, PLEASE VISIT  
[HTTPS://WWW.BIDNETDIRECT.COM/ILLINOIS/KANECOUNTY](https://www.bidnetdirect.com/illinois/kanecounty)

ALL QUESTIONS PERTAINING TO THIS BID AND/OR THE SCOPE OF SERVICES SHOULD BE DIRECTED  
TO THE PURCHASING OFFICE AS LISTED ON THE COVER SHEET **NOLATER THAN, JULY 3, 2023**  
**AT 4:00 P.M., FAX AND E-MAIL ACCEPTED. FAX to (630) 208-5107 or E-mail:**  
**PURCHASING@CO.KANE.IL.US**

**INSTRUCTIONS TO BIDDERS  
COUNTY OF KANE  
COMPETITIVE SELECTION PROCEDURE - BID  
TERMS AND CONDITIONS**

1. **AUTHORITY.** This Invitation for Bid is issued pursuant to applicable provisions of the Kane County Purchasing Ordinance.
2. **BID OPENING.** Electronic bids will be received at the Kane County Purchasing Department until the date and time specified at which time they shall be opened in public. Late bids will not be accepted. Kane County does not prescribe the method by which bids are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of the reason, in transmission of the bids.
3. **BID PREPARATION.** Bids must be submitted on this form and all information and certifications called for must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certificates required, may be summarily rejected. Bids may be modified or withdrawn prior to the time specified for the opening of bids. Bids shall be filled out legibly in ink or type-written with all erasures, strike overs and corrections initialed in ink by the person signing the bid. The bid shall include the legal name of the bidder, the complete mailing address, and be signed in ink by a person or persons legally authorized to bind the bidder to a contract. Name of person signing should be typed or printed below the signature.
4. **BID ENVELOPES.** Envelopes containing bids must be sealed and addressed to the County of Kane Purchasing Department. The name and address of the bidder and the Invitation Number must be shown in the upper left corner of the envelope.
5. **ERRORS IN BIDS.** Bidders are cautioned to verify their bids before submission. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, the unit prices will govern.
6. **RESERVED RIGHTS.** The County of Kane reserves the right at any time and for any reason to cancel this Invitation for Bids, accept or reject any or all bids or any portion thereof, or accept an alternate bid. The County reserves the right to waive any immaterial defect in any bid. Unless otherwise specified by the bidder or the County, the County has one hundred twenty (120) days to accept. The County may seek clarification from any bidder at any time and failure to respond promptly is cause for rejection.

Kane County reserves the right to compare pricing submitted to any and all known national joint purchasing cooperatives in order to obtain the lowest pricing available in the current market place for this contract award. The list of joint purchasing cooperatives is not all inclusive and may include other joint purchasing cooperatives Kane County is not currently aware of at the present time. Kane County reserves the right to award a contract to the lowest responsive, responsible vendor for said product or service after reviewing all joint purchasing cooperative pricing available for Kane County to participate in their program.

State of Illinois Central Management Services (CMS)  
Omnia Partners (formerly US Communities & National IPA)  
Sourcewell

7. **INCURRED COSTS.** The County will not be liable for any costs incurred by bidders in replying to this Invitation for Bids.
8. **AWARD.** It is the intent of the County to award a contract to the lowest responsive responsible bidder meeting specifications. The County reserves the right to determine the lowest responsive responsible bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the County. The Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship, finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.
9. **PAYMENT.** The County of Kane requests all payments being made to vendors be done as direct deposits through an Automated Clearing House (ACH). All vendors being awarded a contract shall complete an authorization agreement form prior to award. The ACH form and information on this program can be located on the County's Web site under Vendor Information on the Finance Department page.

**PAYMENT (MANDATORY INVOICE SUBMISSION GUIDELINES).** The successful bidder or bidders must conform to modified and mandatory invoice submission guidelines. Under **no** circumstances will vendor submitted invoices be cleared for payment that are not in full compliance with this invoice submission standard. Any invoice not meeting the explicit submission guidelines below will be returned to the vendor and will remain unpaid, until such time a new, conforming invoice is presented for review. **Under no circumstances will Kane County pay or be subject to any additional fees, penalties, or incurred costs as a result of vendor invoice submission failures.** Any and all submitted invoice packages **must** contain the following four (4) components to be considered eligible for payment:

1. Formal invoice with all rates (labor, materials, OT, DT) clearly listed. This invoice must show compliance with any and all agreed-upon rates.
2. Written quotation for all work being performed under this particular invoice. This "quote" must be dated within 120 days of the invoice submission, *properly submitted in arrears*.
3. Written authorization from the using department to commence this work. *Any and all* work must demonstrate that formal approval has been given for an invoice to be considered both payable and valid. No invoice can be paid without clear evidence of authorization, from an approved point of contact within the using department.
4. If the project under invoice requires materials, then we must also be given materials purchase orders, which demonstrate compliance with the contractual material mark-up rate. Vendors **without** materials on a particular invoice shall be

required to include on company letterhead the following: "No materials were purchased for the completion of this work under this invoice". *This can be sent on either a blank invoice form, or via company letterhead.*

**PLEASE NOTE: ALL SUBMITTED VENDOR PACKAGES ARE AND BECOME THE PROPERTY OF KANE COUNTY.** These materials are subject to formal scheduled, announced, unannounced, compliance, inter-governmental, or random audits, and may be audited by Kane County *at any time* within the effective dates of this contract, with or without notification to the vendor, *at the discretion of Kane County*. All vendors should be aware that in the event of serious or ongoing invoicing irregularities, Kane County may, and can invoke contractual termination clauses either with, in addition to, or separate from a formal declared breach of contract.

***We expect and require your active compliance in terms of invoice submission and adherence to these guidelines.***

10. **PRICING.** The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.
11. **DISCOUNTS.** Prices quoted must be net after deducting all trade and quantity discounts. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice or receipt or final acceptance of goods, whichever is later.
12. **TAXES.** Kane County is not subject to Federal Excise Tax. Per certification provided by the State of Illinois Department of Revenue, Kane County is exempt from state and local taxes.
13. **SPECIFICATIONS.** Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the bidder specified otherwise, it is understood the bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The County reserves the right to determine whether a substitute offer is equivalent to and meets the standard of quality indicated by the brand name and number referenced.
14. **SAMPLES.** Samples of items, when called for, must be furnished free of expense and, if not destroyed in the evaluation process, will, upon request, be returned at the bidder's expense. Request for the return of samples must accompany the sample and include UPS Pickup Slip, postage or other acceptable mode of return. Individual samples must be labeled with bidder's name, invitation number, item reference, manufacturer's brand name and number.
15. **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS.** Bidders shall promptly notify the County of any ambiguity, inconsistency of error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made

by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

16. **VARIANCES.** State or list by reference on the reverse side of this form any variations to specifications, terms and/or conditions.

17. **INDEMNIFICATION.** The Vendor shall indemnify and hold harmless the County, its agents, officials, and employees, from and against all injuries, losses, claims, suits, costs and expenses which may accrue against the County as a consequence of granting the Contract.

Vendor agrees to save, hold harmless, defend and indemnify the County of Kane and its Officers, Agents, and Employees, from any and all liability or loss incurred by the County of Kane resulting from Vendor's noncompliance with any laws or regulations of any governmental authority having jurisdiction over Vendor's performance of this contract and Vendor's violation of any of the terms and conditions of this Agreement, and from the Vendor's negligence arising from, in any manner and in any way connected with, the terms and conditions of this Agreement and arising from the Vendor's performance thereunder.

18. **DEFAULT.** Time is of the essence of this contract and if delivery of acceptable items or rendering of services is not completed by the time promised, the County reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by notice effective when received by Vendor, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge the Vendor with any or all losses incurred.

19. **INSPECTION.** Materials or equipment purchased are subject to inspection and approval at the County's destination. The County reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Vendor's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Vendor promptly after rejection.

20. **WARRANTY.** Vendor warrants that all goods and services furnished hereunder will conform in all respects to the terms of the solicitation, including any drawings, specifications or standards incorporated herein, and that they will be free from latent and patent defects in materials, workmanship and title, and will be free from such defects in design. In addition, Vendor warrants that said goods and services are suitable for, and will perform in accordance with, the purposes for which they are purchased, fabricated, manufactured and designed or for such other purposes as are expressly specified in this solicitation. The County may return any nonconforming or defective items to the Vendor or require correction or replacement of the item at the time the defect is discovered, all at the Vendor's risk and expense. Acceptance shall not relieve the Vendor of its responsibility.

Vendor expressly warrants that all goods and services (real property and all structures thereon) will conform to the drawings, materials, performance and any other specifications, samples or other description furnished by the County, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship. Vendor agrees that these warranties shall run to Kane County, its successor, assigns,



customers and users of the products or services and that these warranties shall survive acceptance of the goods or performance of the services.

**21. REGULATORY COMPLIANCE.** Vendor represents and warrants that the goods or services furnished hereunder (including all labels, packages and container for said good) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Vendor shall furnish "Material Safety Data Sheet" in compliance with the Illinois Toxic Substances Disclosure to Employees Act.

**22. EQUAL EMPLOYMENT OPPORTUNITY.** The equal employment opportunity clause required by the Illinois Human Rights Act is hereby incorporated by reference in all contract made by the County of and in all bid specifications therefore furnished by the County to all Vendors, contractors and subcontractors.

The County of Kane, State of Illinois, represents that it and the employing agencies responsible to it, conform to the following:

We do not discriminate against any employee or applicant for employment because of race, creed, color, age, disability, religion, sex, national origin/ancestry, sexual orientation, marital status, veteran status, political affiliation, pregnancy, or any other legally protected status. We will take whatever action is necessary to ensure that applicants and employees are treated appropriately regarding all terms and conditions of employment. We will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

We will, in all solicitations or advertisements for employees placed by or on behalf of the employing agencies, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, marital status, military status, sexual orientation, pregnancy or unfavorable discharge from military service. (Ordinance No. Res. No. 82-90, 6-10-80; Res. No. 81-79, 6-9-81; Res. No. 82-90, 6-8-82; Res. No. 05-303, 9-23-05). State law references—Illinois Human Rights Act, 775ILCS 5/1-101 et seq.

**23. PREVAILING WAGE RATES (if applicable)**

**WHEREAS**, it is the policy of the State of Illinois as declared in "An ACT regulating wages of laborers, mechanics and other workman employed in any public works by the State, County, City or any political subdivision or by any work under construction for public works" approved June 26, 1941, that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in a locality in which work is performed, shall be paid to all laborers, workmen and mechanics employed by and on behalf of any and all public body engaged in public works, exclusive of maintenance work. Responsive Bidders must include with their bid a separate sheet showing trades to be employed and wage rates to be paid.

The current Illinois Department of Labor Prevailing Wage Rates for the County of Kane are available at their website <http://www.state.il.us/agency/idol/> . Prevailing wage rates are subject to revision monthly. Copies of the current prevailing wage rates are also available at the Kane County Purchasing Department, 719 Batavia Avenue, Rooms 211, 212, 214, Geneva, IL 60134.

Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. State Statutes regarding Prevailing Wage and the current wage rates are available online at [www.state.il.us/agency/idol/rates/rates](http://www.state.il.us/agency/idol/rates/rates). The Prevailing Wage rate applies to the other participating Counties where the work is to be performed. You must retain payroll records for 5 years and make those records available for inspection by the County or the Illinois Department of Labor. You must submit monthly certification of payroll records.

A determination by the Illinois Department of Labor of debarment for violation of the Prevailing Wage Act shall result in the Contractor being automatically deemed non-responsible for the period of debarment without further proceedings by the County.

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus the amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and recordkeeping duties

#### **CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)**

Effective August 10, 2005 contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

**Effective September 1, 2020**, the Illinois Department of Labor (IDOL) has activated an electronic database (Payroll Portal) capable of accepting and retaining certified payrolls submitted under the State of Illinois Prevailing Wage Act (830 ILCS/130/1). All contractors and subcontractors completing work for Kane County pursuant to the Act must submit all certified payroll through the IDOL Payroll Portal. In order to receive payment for work conducted for Kane County, contractors must provide the e-mail certification received from their IDOL submittal and any subcontractors working on the project with each of their pay requests.

**The Employment of Public Workers on Public Works Act is active when there is excessive unemployment in Illinois and requires the employment of 90% of the employees on this project be Illinois residents 30 ILCS570/3.**

24. **ROYALTIES AND PATENTS.** Vendor shall pay all royalties and license fees. Vendor shall defend all suits or claims for infringement of any patent or trademark rights and shall hold the County harmless from loss on account thereof.
25. **LAW GOVERNING.** This contract shall be governed by and construed according to the laws of the State of Illinois.
26. **ELIGIBILITY.** By signing this bid, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of Article 33E, Public Contracts of the Illinois Criminal Code of 1961, as amended (Illinois Compiled Statutes, 720 ILCS 5/33E-1).

**DEBARMENT AND SUSPENSION.** No contract may be awarded to parties listed on the federal governments Excluded Parties List System in the System for Award Management (SAM), on the State of Illinois' list of sanctioned persons maintained by the Agency's Office of Inspector General, or on the County's own list of parties suspended or debarred from doing business with the County.

Debarment is the process of determining that a contractor is ineligible to receive contract awards based upon a preponderance of evidence, usually a conviction. Debarment is usually three (3) years in length. The name of the debarred contractor may be published as ineligible on the System for Award Management (SAM), which is a website administered by the U.S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

Suspension is the process of determining that a contractor is ineligible to receive contract awards based upon adequate evidence, usually an indictment. Suspension is a temporary measure having a 12 month limit. It is usually used pending completion of an investigation or legal proceedings. The name of the suspended contractor will be published as ineligible on the System for Award Management (SAM), which is a website administered by the U.S. General Services Administration, or on the list of sanctioned providers maintained by the State of Illinois Office of Inspector General.

## 27. CERTIFICATE OF INSURANCE REQUIRED BY KANE COUNTY

Contractor to furnish and deliver prior to commencement of work, a completed Certificate of Insurance satisfactory to the requirements of County of Kane containing:

- a) The Contractor and all Subcontractors shall provide a Certificate of Insurance naming the Owner (Kane County) as certificate holder and as additional insured. The certificate shall contain a 30-day notification provision to the owner (Kane County) prior to cancellation or modification of the policy.
- b) Commercial General Liability insurance including Products/Completed Operations, Owners and Contractor Protective Liability and Broad Form Contractual Liability. The exclusion pertaining to Explosion, Collapse and Underground Property Damage hazards eliminated. The limit of liability shall not be less than the following:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Or – Combined Single Limit	\$1,000,000

- i) Products and Completed Operation coverage is to remain in force for a period of two years after the completion of project.
- c) Business Automotive Liability Insurance including owned, hired and non-owned automobiles, and/or trailer and other equipment required to be licensed, with limits of not less than the following:

Each Person for Bodily Injury	\$1,000,000
Each Occurrence for Bodily Injury	\$1,000,000
Each Occurrence for Property Damage	\$1,000,000
Or - Combined Single Limit	\$1,000,000

- d) Statutory Worker's Compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including Occupational Disease Act provisions, for employees at the site of the project, and in case work is sublet, the Contractor shall require each Subcontractor similarly to provide this insurance. In case employees are engaged in work under this contract and are not protected under the Workers Compensation and Occupational Disease Act, the Contractor shall provide, and shall cause Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

- e) Umbrella Liability:

Aggregate Limits	\$5,000,000
------------------	-------------

***Vendor to furnish a copy of the Endorsement showing Kane County, as an additional insured on the General Liability, Auto, and Umbrella/Excess policies.***

The Contractor shall cease operations on the project if the insurance is canceled or reduced below the required amount of coverage.

## 28. CONTRACTOR DISCLOSURE

- A. Prior to award, every contractor or vendor who is seeking or who has obtained contracts or change orders to contracts or two (2) or more individual contracts with Kane County resulting in an amount greater than Fifteen Thousand Dollars (\$15,000) shall disclose to the Kane County Purchasing Department, in writing all cumulative campaign contributions, (which includes multiple candidates) made within the previous twelve (12) months of awarding of the contract made by that contractor, union, or vendor to any current officer or countywide elected officer whose office the contract to be awarded will benefit. Disclosure shall be updated annually during the term of a multi-year contract and prior to any change order or renewal requiring Board level approval. For purposes of this disclosure requirement, "contractor or vendor" shall include owners, officers, managers, insurance brokers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors' corporations, partnerships, associations, business trusts, estates, trustees, and/or beneficiaries under the control of the contracting person, and political action committees to which the contracting person has made contributions.
- B. All contractors and vendors who have obtained or are seeking contracts with Kane County must disclose the following information which shall be certified and attached to the application or document. Penalties for knowingly violating disclosure requirements will potentially result in immediate cancellation of the contract, and possible disbarment from future County contracts:
- (a) Name, address and percentage of ownership interest of each individual or entity having a legal or a beneficial interest of more than five percent (5%) in the applicant. Any entity required by law to file a statement providing substantially the information required by this paragraph with any other government agency may file a duplicate of such statement;
  - (b) Names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with County employees or officials in relation to the contract or bid. This information disclosure must be updated when any changes to the information occurs.
  - (c) Whenever any interest required to be disclosed in paragraph (a) above is held by an agent or agents, or a nominee or nominees, the principals for whom such agents or nominees hold such interest shall also be disclosed. The application of a spouse or any other party, if constructively controlled by another person, or legal entity as set forth above, shall state the name and address and percentage of beneficial interest of such person or entity possessing such constructive control and the relationship under which such control is being or may be exercised. Whenever a stock or beneficial interest is held by a corporation or other legal entity, such shareholder or beneficiary shall also make disclosure as required by paragraph (a) above.

- (d) A statement under oath that the applicant has withheld no disclosures as to economic interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks County Board or other county agency action.
- C. All disclosures and information shall be current as of the date upon which the application is presented and shall be maintained current until such time as Kane County shall take action on the application. Furthermore, this information shall be maintained in a database by the Purchasing Department, and made available for public viewing.
- D. Notwithstanding any of the above provisions, the County Purchasing Department with respect to contracts awarded may require any such additional information from any applicant which is reasonably intended to achieve full disclosure relevant to the application for action by the County Board or any other County agency.
- E. Any failure to comply with the provisions of this section shall render any ordinance, ordinance amendment, County Board approval or other County action in behalf of the applicant failing to comply voidable at the option of the County Board or other County agency involved upon the recommendation of the County Board Chairman or the majority of the County Board.

## **29. COMMUNICATION DURING THE PROCUREMENT PROCESS**

In an effort to create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the solicitation process. Therefore, from the issue date of any solicitation until the due date of the solicitation, all request for clarification or additional information regarding the solicitation, or contact with County personnel concerning this solicitation or the evaluation process must only be through the Purchasing Department staff. Inquiries will be collected by the Purchasing Department staff who will then submit the inquires to the Department Head responsible for the procurement. Responses by the Department Head to the inquires will be submitted to the Purchasing Department staff who will then distribute the responses to all vendors responding to the solicitation. In this way it will be assured that all vendors participating in the process will be receiving the same information. No contact regarding this solicitation with other County employees, agents of the County or elected officials is permitted unless expressly authorized by the Purchasing Director. A violation of this provision is cause for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

## **30. ILLINOIS NON-APPROPRIATION CLAUSE:**

A forfeit clause is provided pursuant to the Illinois Non-Appropriation Clause of funds for government entities that if funds or budgets are not approved, service may be cancelled. No early cancellation penalties will be assessed, but the customer must be given 30-day notice of intent to cancel.

### **31. TERMINATION FOR CAUSE:**

This Contract may be terminated by the County at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This Contract is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Contract shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Mailing of such notice, as and when above provided, shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

If this Contract is terminated due to the County's substantial failure to perform, the Contractor shall be paid for labor and expenses incurred to date, subject to setoff for any damages, losses or claims against the County resulting from or relating to Contractor's performance or failure to perform under this agreement.

In the event of termination by the County upon notice and without cause, upon completion of any phase of the Basic Services, fees due the Contractor for services rendered through such phase shall constitute total payment for services. In the event of such termination by the County during any phase of the Basic Services, the Contractor will be paid for services rendered during the phase on the basis of the proportion of work completed on the phase as of the date of termination to the total work required for that phase.

In the event of any such termination, the Contractor also will be reimbursed for the charges of independent professional associates and contractors employed by the Contractor to render Basic Services, and paid for all unpaid Additional Services and Reimbursable Expenses not in dispute. Reimbursable expenses mean the actual expenses incurred by the Contractor or the Contractor's independent professional associates or contractors, directly or indirectly in connection with the Project.

### **32. LITIGATION:**

Vendors are required to disclose if they have been a party to any lawsuits or arbitration proceedings involving their services within the last five years. Provide status or outcome of any such proceedings disclosed.

### **33. HOLIDAY SCHEDULE:**

Kane County is closed for business on the following holidays: New Year's Day; Martin Luther King, Jr. Day; Lincoln's Birthday, Washington's Birthday, Spring Holiday, Memorial Day, Juneteenth, Independence Day; Labor Day, Columbus Day; Veteran's Day, Thanksgiving Day, Day following Thanksgiving Day, Christmas Day.

### **34. COMPLAINT AND DISPUTE RESOLUTIONS:**

The vendor and/or his supervision shall meet with County staff as needed to discuss any problems, complaints, needs, service adjustments, and/or mutual areas of concern.

The Vendor shall faithfully perform all work as set forth in these specifications for Kane County. If the Vendor fails to faithfully execute their work in accordance with the contract



and/or a dispute arises as to the quality and/or quantity of work completed, Kane County reserves the right to withhold authorization for payment of completed work until such time that performance has been improved upon, or the dispute resolved. In instances where a dispute cannot be resolved by the Vendor and the Facilities Manager or other appointed designate, the dispute may be resolved by the Kane County Director of Purchasing.

### **35. BID DEPOSIT (NON-ELECTRONIC)**

When noted in the specifications, bids must be accompanied by a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond for not less than Five Thousand Dollars (\$5,000.00) or five (5%) percent of the amount of the Bid, or according to the schedule as provided.

Accompanying this Bid is a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond, complying with the requirements of the specifications, made payable to the **KANE COUNTY**.

In the event that one check, draft or bond is intended to cover two or more bids, the amount must be equal to the sum of the bid guarantees of the individual sections covered.

### **BID SECURITY (ELECTRONIC)**

When noted in the specifications, bids must be accompanied by a Bank Cashier's Check, Bank Draft, Certified Check, or Bid Bond for not less than Five Thousand Dollars (\$5,000.00) or five (5%) percent of the amount of the Bid, or according to the schedule as provided. A scanned copy should be submitted with the E-Bid response.

**During the bid review process, the County may require a bidder to submit the original bid security to confirm authenticity.**

### **36. EXECUTION OF A PERFORMANCE BOND, PAYMENT BOND & LABOR AND MATERIALS BOND**

When noted in the specifications, the County reserves the right to require the successful bidder to supply a Performance Bond, Payment Bond and a Labor and Materials Bond within ten (10) calendar days of acceptance of the Vendor's bid by the County. The bonds, unless otherwise specified by the Director of Purchasing, shall be 100% of the total contract price.

### **37. FAILURE TO FURNISH BOND**

In the event that the Vendor fails to furnish the abovementioned bonds within ten (10) calendar days after acceptance of the bid by the County, then the bid deposit of the bidder shall be retained by the County as liquidated damages, it being now agreed that said sum is a fair estimate of the amount of damages that said County will sustain due to the Bidder's failure to furnish said bonds.

### **38. PROPRIETARY INFORMATION**

Under the Illinois Freedom of Information Act, all records in the possession of Kane County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exception is "[t]rade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or

financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The County will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an un-redacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception

**39. SECURITY (GENERAL):** A portion of the work will be performed within secured areas.

- A. If requested, the Contractor shall submit to a Criminal History and Background Check for all their employees and subcontractor employees who may be working at the job-site for security reasons.
- B. The Contractor will provide the County with a complete list of all persons employed that might work at the specified securing buildings. Only those persons will be allowed to work within the secured areas. All personnel authorized to work within secured areas may be subject to fingerprinting, a criminal security check performed by the County, and/or Criminal Justice Level 4 Security Training and Certification. The County may issue temporary identification cards, which will be kept by County's security personnel and issued and collected on a daily basis.
- C. The County will require the Contractor to remove any worker who has been convicted of a felony, who is a family member of an inmate, or who violates any provision of this bid.
- D. Work being performed within certain areas may require an escort provided by the County. These areas shall not be entered into without a County escort. Work within these areas may be restricted to spaces that need to be observed by the County's escort.
- E. All tools and equipment taken into a secured area shall be listed in a manifest with copies provided to County's security personnel. All tools and equipment shall be accounted for at the close of each day. All changes to the inventory shall be addressed by changing the manifest. The Contractor is responsible for proper storage of tools and equipment when in a secured area. Report all broken tools and equipment to the County's security personnel.

**SECURITY (ADULT JUSTICE CENTER):**

General.

- F. The Contractor and the County understand that adequate security services are necessary for the safety of the agents, employees and subcontractors of the Contractor, as well as for the security of Inmates and Facility staff. The County will provide security services sufficient to enable the Contractor and its personnel safely to provide services called for hereunder.

List of All Persons Names Employed on Project.

- G. The County and the Sheriff shall receive a list of the names of all the people that will be employed by the Contractor on this project. Aside from the names, the contractor shall also supply the individuals' sex, race, date of birth, and driver's license number and driver's license state.

- H. The County and the Sheriff shall reserve the right to run complete criminal background history checks on all people assigned to the project and who will be working inside of the Adult Justice Center. The criminal background history checks shall include, but not be limited to the following:
  - I. Check of wants and warrants in Illinois
  - J. Check of wants and warrant through the National Computer System (NCIC)
  - K. Check of Computerized Criminal History (CCH)
  - L. If requested to do so, all employees of the contractor and subcontractor assigned to this project shall be requested to submit to supplying a complete set of fingerprints if requested by the County or the Sheriff. **Employees of the Contractor and Subcontractor assigned to this project may be requested to submit to a drug test if requested by the County or the Sheriff.**
- M. The County or the Sheriff reserves the rights not to allow employees of the Contractor or any Subcontractor onto the premises should a criminal background check reveal a positive response.  
Transportation Off-Site.
- N. County and Sheriff will provide security as necessary and appropriate in connection with the transportation of any Inmate between the Facility and any other location for off-site services as contemplated herein.

#### **CRIMINAL BACKGROUND HISTORY CHECKS.**

- O. Contractors acknowledges that the "Adult Justice Center" is located in the public building and subject to security procedures and that the Adult Justice Center or other Kane County facility security takes precedence over the rights of the Contractors or Licensee.
- P. The County will be running criminal background history checks on all personnel assigned to this contract that will be or could be working inside any of the Kane County government buildings. The criminal background checks and all cost associated with the inquiries will be the sole responsibility of the County. Whenever a new employee is assigned to the County, a background check shall be run by the County before the employee may start work.
  - 1. The criminal background history checks will include, but are not limited to the following:
    - a. Check of wants and warrants in Illinois.
    - b. Check of wants and warrants through the National Computer System (NCIC).
    - c. Check of Computerized Criminal History (CCH).
  - 2. If requested to do so, any employee of the Contractors assigned to this project will submit to be finger printed by the County.
  - 3. The County of Kane reserves the right not to allow personnel of the Contractors onto any County premises if a criminal background check reveals a positive response.
  - 4. At no time will the Contractors be able to employ personnel to work in any County building, without prior approval from Kane County.

**Joint Purchasing Program Initiative:**

All public agencies as defined by the Illinois Governmental Joint Purchasing Act, as well as not-for-profit agencies that qualify under Section 45-35 of the Illinois Procurement Code, are eligible to participate in joint purchasing programs.

ILL COMP. STAT. ANN §220/2. Definitions for the purpose of this Act: The term "public agency" shall mean any unit of local government as defined in the Illinois constitution of 1970, any school district, any public community college district, any public building commission, the State of Illinois, any agency of the state government of the United States, or of any other State, any political subdivision of another State, and any combination of the above pursuant to an intergovernmental agreement which includes provisions for a governing body of the agency created by the agreement.

Kane County wants to expand on the current benefits of intergovernmental cooperation on a regional basis. The goal of Kane County Purchasing is to combine the resources and purchasing power of governments and not-for-profit entities to negotiate the most favorable contract terms in order to obtain the best quality products and services at the lowest prices. By purchasing through Kane County Joint Purchasing Contracts, participants will save both time and money by not having to duplicate the formal bidding and request for proposal solicitation process.

Illinois statutes, 525/2 from Ch. 85, par. 1602 (Governmental Joint Purchasing Act), authorizes that any governmental unit may purchase personal property, supplies and services jointly with one or more other governmental units. All such joint purchases shall be by competitive solicitation as provided in Section 4 of this Act.

## **SCOPE OF WORK For Concrete Services Project**

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### **OVERVIEW:**

The County of Kane is accepting bids from experienced and qualified vendors for an on-call concrete contractor to help with concrete jobs that includes but is not limited to, leveling by cutting or grinding existing concrete; saw-cutting, removal and disposal of existing concrete; site preparation: installation of new concrete for sidewalks, stairs, loading docks, retaining walls, ADA ramps including pouring, consolidating, finishing, curing, applying protective coat, sidewalk; contraction and expansion joints; reinforcing bars; and restoration of adjacent disturbed areas.

### **Project Background**

Kane County is seeking an on-call concrete contractor to help with concrete jobs on County owned property that includes but is not limited to, leveling by cutting or grinding existing concrete saw-cutting, removal and disposal of existing concrete; site preparation: installation of new concrete for sidewalks, stairs, loading docks, retaining walls, ADA ramps including pouring, consolidating, finishing, curing, applying protective coat, sidewalk; contraction and expansion joints; reinforcing bars; and restoration of adjacent disturbed areas.

#### **A. Guidelines for "Project Scheduled Work:**

1. The County determines a need and notifies the Contractor that a Project is required.
2. The Contractor shall be available within one (1) week to meet with County personnel at the site of the project.
3. The Contractor shall provide an estimate based off bid units necessary to complete the project.
4. The County will issue a Purchase Order number for the project.
5. Upon issuance of the purchase order the Contractor shall proceed with the project in accordance with the agreed timeline. County personnel will provide inspection of the work.
6. At the completion of the Project, the contractor shall provide a detailed invoice for the units that were involved. The County will determine the quantities for payment and justifications if deviations from the estimates occurred.

- B. Contractor shall be responsible for any damages occurred to utilities.
- C. Contractor shall be responsible for protection of work zone areas.
- D. Contractor shall be responsible for locating and verifying other utilities parallel or perpendicular to excavations for both location and depth.
- E. Contractor will be responsible for excavations, protections of excavations, and initial restorations of excavations.
- F. Contractor shall be responsible for haul off of excess excavation materials.
- G. Contractor must be licensed as a contractor in the State of Illinois.
- H. Contractor will be responsible for final topsoil replacement or seeding of disturbed areas and street or sidewalk materials and placement.
- I. The Contractor must provide all necessary safety equipment to comply with OSHA regulations relative to the safety equipment provision, oversight, use and application. The Contractor shall hold the County, and its representative harmless in the event of a safety violation during the execution of work resulting in an injury or damage to property.
- J. Prices shall be considered for both new and replacement scopes of work.
- K. Price shall include compaction as required.
- L. Price shall include aggregate as required.
- M. Concrete additives and/or cold weather protection will be considered on a project by project basis between Contractor and the County's staff coordinator for the project.
- N. Reinforcement required will be considered on a project by project basis between Contractor and Project Coordinator.

**AWARD:**

It is the intention of Kane County to make multiple awards to the lowest responsive and responsible bidder(s) meeting specifications.

**KANE COUNTY  
OFFER TO CONTRACT FORM  
BID 23-041  
Concrete Services Project**

**Bid Due Date & Time: July 10, 2023 at 2:30 p.m. CST**

To: County of Kane Purchasing Department  
Kane County Government Center  
Bldg. A, Room 211, 212 or 214  
719 S. Batavia Ave.  
Geneva, IL 60134

The following offer is hereby made to the County of Kane, Illinois, hereafter called the Owner.

Submitted By:

- 
- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other contract documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.
- A. *The Vendor shall also include with his bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders, and specifications.*
- B. For purposes of this offer, the terms Offeror, Bidder, Contractor, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
- A. All bid documents have been examined: Instructions to Bidder, Statement of Work, including the Specifications and the following addenda:
- No.\_\_\_\_\_, No.\_\_\_\_\_, No.\_\_\_\_\_, (Contractor to acknowledge addenda here.)
- B. The site(s) and locality have been examined where the Service is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigations, as Vendor deems necessary.
- C. To be prepared to execute a contract with the Owner within ten (10) calendar days after acceptance of the bid by the Owner.

**BASE BID:**

Description	Minimum units required for no mobilization fee	Unit	Bid Price Small 1SF - 375SF	Bid Price Medium 376SF - 1,750SF	Bid Price Large 1,751SF & Larger		Annual %increase (if any)
Leveling by cutting or grinding existing five (5) foot by four (4) foot sidewalk square including material, labor and equipment.		Sq. ft.					
Saw-cut and remove up to 12", & replace concrete (4500 psi with fiber and sealer in mix)		Sq. ft.					
Replacement of sidewalk squares including, material, labor and equipment as per specification. (Approximate sidewalk square is five (5) foot by four (4) foot - total 20 square feet). (4500 psi with fiber and sealer in mix)		Sq. ft.					



Total cost for curb replacement per linear foot including material, labor and equipment (4500 psi with fiber and sealer in mix).		Sq. ft.					
Total square footage cost for commercial driveway replacement (8" thickness with wire mesh and 4500 psi with fiber and sealer in mix)		Sq. ft.					
Saw cut up to 12" concrete		Linear ft.					
Concrete panel (4500 psi with fiber and sealer in mix)		Sq. yard					
36" drilled caissons (4500 psi with fiber and sealer in mix)		Linear ft.					

Mobilization fee when minimums aren't met (lump sum):

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By signing this Bid, the Offeror hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this Bid will be based upon the funding available to Kane County, which may award all or part of this project. The terms of the Bid and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the Bid and the response, the terms of the Bid and the response shall govern. Every element or item of the Bid and the response shall be deemed a material and severable item or element of the contract. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE MUST SIGN THIS SECTION.**

Signature \_\_\_\_\_ Typed Signature \_\_\_\_\_  
Company \_\_\_\_\_  
Address/City/State \_\_\_\_\_  
Phone # \_\_\_\_\_ Fax # \_\_\_\_\_ E-mail \_\_\_\_\_  
Federal I.D./Social Security # \_\_\_\_\_ Date \_\_\_\_\_

## ACCEPTANCE

The Offer is hereby accepted for the described Concrete Services Project.

The Vendor is bound to provide the services and materials listed by the attached contract and based upon the Invitation to Bid, including all terms, conditions, specifications, amendments, and the vendor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number **23-041**. The Vendor has been cautioned not to commence any billable work or to provide any supplies or services until said vendor receives a purchase order and or notice to proceed.

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Corinne Pierog MA, MBA  
Chairman, County Board  
Kane County, Illinois

---

Date

***Intergovernmental Pricing:***

This OPTIONAL PARTICIPATION PROGRAM would be for the use of ANY TAXING BODY in Kane County who should choose to be a part of this program wherever their location, (within Kane County). All pricing, catalog, and product discounts will be extended to other Government entities that wish to participate.

Will you offer the same pricing to other Kane County municipalities that are **not** listed as participants within this bid document?

YES

NO (Circle One)

**NOTE:** The County of Kane will not be involved in the purchasing products/services specified within this bid document by any other intergovernmental unit (taxing body) that participates. The execution of a purchase contract, invoicing and payments would be entirely between the other intergovernmental units and the accepted Vendor. If the County of Kane accepts this bid, the procedure to handle joint purchases would be developed by the County of Kane and the awarded Vendor and then distributed to the other intergovernmental units by the Kane County Purchasing Department.

Name \_\_\_\_\_ Signature \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Phone# \_\_\_\_\_ Fax # \_\_\_\_\_

Federal I.D./Social Security# \_\_\_\_\_ Date \_\_\_\_\_

## VENDOR CERTIFICATION

This information is collected for reporting purposes only and will not have any influence on vendor selection. It is required by the State of Illinois. Please check any of the following boxes that apply to the ownership of your firm.

- |   |  |
|---|--|
| <input type="checkbox"/> Minority-owned Business (MBE)      | <input type="checkbox"/> Veteran-owned Business Enterprise (VBE)                     |
| <input type="checkbox"/> Woman-owned Business (WBE)         | <input type="checkbox"/> Service-Disabled Veteran-owned Business Enterprise (SDVBE)  |
| <input type="checkbox"/> Business Enterprise Program (BEP)  | <input type="checkbox"/> Veteran-owned Small Business (VOSB)                         |
| <input type="checkbox"/> Small Disadvantaged Business (SDB) | <input type="checkbox"/> Persons with Disabilities-owned Business Enterprises (PDBE) |
| <input type="checkbox"/> Kane County Local Business         | <input type="checkbox"/> N/A – These categories do not apply to my business          |

**Please Note:** It is required that you check at least one box.

**REFERENCES**  
**CONCRETE SERVICES PROJECT**  
**For**  
**KANE COUNTY BOARD, Geneva, Illinois**

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List below businesses or other organizations for which you have provided comparable services within the last three years:

Offeror's Name: \_\_\_\_\_

1.     Organization: \_\_\_\_\_  
          Address: \_\_\_\_\_  
          City, State, Zip Code: \_\_\_\_\_  
          Telephone Number: \_\_\_\_\_  
          Contact Person: \_\_\_\_\_  
          Description of Project: \_\_\_\_\_ Date of Project \_\_\_\_\_  
          E-mail Address: \_\_\_\_\_
2.     Organization: \_\_\_\_\_  
          Address: \_\_\_\_\_  
          City, State, Zip Code: \_\_\_\_\_  
          Telephone Number: \_\_\_\_\_  
          Contact Person: \_\_\_\_\_  
          Description of Project: \_\_\_\_\_ Date of Project \_\_\_\_\_  
          E-Mail Address: \_\_\_\_\_
3.     Organization: \_\_\_\_\_  
          Address: \_\_\_\_\_  
          City, State, Zip Code: \_\_\_\_\_  
          Telephone Number: \_\_\_\_\_  
          Contact Person: \_\_\_\_\_  
          Description of Project: \_\_\_\_\_ Date of Project \_\_\_\_\_  
          E-Mail Address: \_\_\_\_\_
4.     Organization: \_\_\_\_\_  
          Address: \_\_\_\_\_  
          City, State, Zip Code: \_\_\_\_\_  
          Telephone Number: \_\_\_\_\_  
          Contact Person: \_\_\_\_\_  
          Description of Project: \_\_\_\_\_ Date of Project \_\_\_\_\_  
          E-Mail Address: \_\_\_\_\_

## BID SUBMITTAL CHECK LIST

The undersigned Vendor acknowledged and verified that all required documents, statements and all certificates meeting County's requirements are included in their bid response. Vendor shall check the following required submittal items checklist to assure the completeness and in order for assembling of their bid response.

\_\_\_\_\_: SIGNED BID OFFER TO CONTRACT FORM with all supporting documents (pages 28-37).

\_\_\_\_\_: VENDORS DISCLOSURE STATEMENT (See attached sample, a mandatory submittal if award of contract)

\_\_\_\_\_: VENDORS FAMILIAL RELATIONSHIP DISCLOSURE STATEMENT (See attached sample, a mandatory submittal if award of contract)

\_\_\_\_\_: PROOF OF CURRENT CERTIFICATE OF INSURANCE (Submit current coverages with bid response). The actual certificate of insurance that meets the County's requirements including naming the County of Kane, as a certificate holder and additional name insured with required policy endorsements shall be submitted before issuing of award and contract execution. (See attached sample, a mandatory submittal if award of contract)

\_\_\_\_\_: REFERENCES & CONTACT INFORMATION

\_\_\_\_\_: ONE (1) ORIGINAL BID, MUST BE SUBMITTED ELECTRONICALLY THROUGH BIDNET DIRECT.

---

Vendor/Agency: \_\_\_\_\_

Address/City/State: \_\_\_\_\_

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_



### **CONTRACTOR DISCLOSURE**

As of (Today's Date), ABC Company, to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12 month period.

Below is a list of shareholders or owners, with at least 5% holdings in ABC Company:

Mr. John Smith 50%  
456 Second Street  
Geneva, IL 60134

Ms. Sue Jones 50%  
456 Second Street  
Geneva, IL 60134

\_\_\_\_\_  
Officer  
Title

\_\_\_\_\_  
Date

Subscribed and Sworn this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Notary Public





**FAMILIAL RELATIONSHIP DISCLOSURE**

As of (Today's Date), ABC Company, to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12 month period. "Familial Relationship" is defined in Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than \$30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

\_\_\_\_\_  
Officer  
Title

\_\_\_\_\_  
Date

Subscribed and Sworn this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Notary Public

## **SUBMITTAL INSTRUCTIONS**

### **Offer to Contract Form**

Vendors are required to use the Offer to Contract Form to submit a response. This form must be signed and the bond must be included along with required references.

One (1) original bid response with all the required submittal documents must be submitted electronically to <https://www.bidnetdirect.com/illinois/kanecounty> and one (1) redacted copy marked as "**Redacted Copy**" (*if applicable*) to comply with the Illinois Freedom of Information Act. Please upload your complete bid response through Bidnet Direct prior to the due date and time.

Your bid response must be submitted prior to the deadline of **July 10, 2023 at 2:30 p.m. CST** to:

**County of Kane**  
Purchasing Department  
719 South Batavia Avenue, Bldg. A  
Rooms 211, 212 or 214  
Geneva, IL 60134  
8:30 a.m.-4:30 p.m. CST, Monday-Friday

**BIDS MUST BE SUBMITTED ELECTRONICALLY AT**

**[HTTPS://WWW.BIDNETDIRECT.COM/ILLINOIS/KANECOUNTY](https://www.bidnetdirect.com/illinois/kanecounty)**

# NO-BID/RFP/RFQ RESPONSE

IFB 23-041

## Concrete Services Project

In the event that your organization chooses not to submit a response to this solicitation the Kane County Purchasing Department is interested in the reasons why vendors/consultants have chosen not to submit a bid or proposal response in order to better serve the taxpayers of Kane County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- ☐ Could not meet the specifications.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements too restricting.
- ☐ Bond requirements too restricting.
- ☐ Scope of services not clearly understood or applicable (too vague, too rigid, etc.).
- ☐ Project not suited to our organization.
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid/proposal response.
- ☐ Other (please specify):

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Vendor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Please send your response to: [purchasing@co.kane.il.us](mailto:purchasing@co.kane.il.us)

**KANE COUNTY  
OFFER TO CONTRACT FORM  
BID 23-041  
Concrete Services Project**

**Bid Due Date & Time: July 10, 2023 at 2:30 p.m. CST**

To: County of Kane Purchasing Department  
Kane County Government Center  
Bldg. A, Room 211, 212 or 214  
719 S. Batavia Ave.  
Geneva, IL 60134

The following offer is hereby made to the County of Kane, Illinois, hereafter called the Owner.

Submitted By: M/M PETERS CONSTRUCTION, INC.

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other contract documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.
  - A. *The Vendor shall also include with his bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instruction to Bidders, and specifications.*
  - B. For purposes of this offer, the terms Offeror, Bidder, Contractor, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
  - A. All bid documents have been examined: Instructions to Bidder, Statement of Work, including the Specifications and the following addenda:  
  
No.\_\_\_\_\_, No.\_\_\_\_\_, No.\_\_\_\_\_, (Contractor to acknowledge addenda here.)
  - B. The site(s) and locality have been examined where the Service is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigations, as Vendor deems necessary.
  - C. To be prepared to execute a contract with the Owner within ten (10) calendar days after acceptance of the bid by the Owner.

BASE BID:

Description	Minimum units required for no mobilization fee	Unit	Bid Price Small 1SF - 375SF	Bid Price Medium 376SF - 1,750SF	Bid Price Large 1,751SF & Larger	Annual %increase (if any)
Leveling by cutting or grinding existing five (5) foot by four (4) foot sidewalk square including material, labor and equipment.	375	Sq. ft.	\$9.33	\$7.73	\$7.73	12%
Saw-cut and remove up to 12", & replace concrete (4500 psi with fiber and sealer in mix)	375	Sq. ft.	\$26.96	\$24.96	\$24.50	12%
Replacement of sidewalk squares including, material, labor and equipment as per specification. (Approximate sidewalk square is five (5) foot by four (4) foot - total 20 square feet). (4500 psi with fiber and sealer in mix)	375	Sq. ft.	\$14.90	\$13.50	\$12.50	12%

Total cost for curb replacement per linear foot including material, labor and equipment (4500 psi with fiber and sealer in mix).	- 10 LF	Sq. ft. (LF)	\$33.95	\$32.95	\$31.15	12%
Total square footage cost for commercial driveway replacement (8" thickness with wire mesh and 4500 psi with fiber and sealer in mix)	375	Sq. ft.	\$23.98	\$23.75	\$20.28	12%
Saw cut up to 12" concrete	\$7.00	Linear ft.				
Concrete panel (4500 psi with fiber and sealer in mix)	\$268.92	Sq. yard				12%
36" drilled caissons (4500 psi with fiber and sealer in mix)	\$162.00	Linear ft.				

Mobilization fee when minimums aren't met (lump sum):

\$3,200.00

By signing this Bid, the Offeror hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this Bid will be based upon the funding available to Kane County, which may award all or part of this project. The terms of the Bid and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the Bid and the response, the terms of the Bid and the response shall govern. Every element or item of the Bid and the response shall be deemed a material and severable item or element of the contract. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE MUST SIGN THIS SECTION.**


Signature Raechel Peters Typed Signature RAECHEL PETERS  
Company M/M PETERS CONSTRUCTION, INC.  
Address/City/State 178 S. WESTERN AVE., AURORA, IL 60506  
Phone # 630-742-4729 Fax # 630-896-2969 E-mail mmpetersconstruction@yahoo.com  
Federal I.D./Social Security # 360-4164627 Date 7.10.2023

### ACCEPTANCE

The Offer is hereby accepted for the described Concrete Services Project.

The Vendor is bound to provide the services and materials listed by the attached contract and based upon the Invitation to Bid, including all terms, conditions, specifications, amendments, and the vendor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number 23-041. The Vendor has been cautioned not to commence any billable work or to provide any supplies or services until said vendor receives a purchase order and or notice to proceed.

  
\_\_\_\_\_  
Corinne Pierog MA, MBA  
Chairman, County Board  
Kane County, Illinois

10/10/23  
Date



***Intergovernmental Pricing:***

This OPTIONAL PARTICIPATION PROGRAM would be for the use of ANY TAXING BODY in Kane County who should choose to be a part of this program wherever their location, (within Kane County). All pricing, catalog, and product discounts will be extended to other Government entities that wish to participate.

Will you offer the same pricing to other Kane County municipalities that are not listed as participants within this bid document?

YES

NO (Circle One)

**NOTE:** The County of Kane will not be involved in the purchasing products/services specified within this bid document by any other intergovernmental unit (taxing body) that participates. The execution of a purchase contract, invoicing and payments would be entirely between the other intergovernmental units and the accepted Vendor. If the County of Kane accepts this bid, the procedure to handle joint purchases would be developed by the County of Kane and the awarded Vendor and then distributed to the other intergovernmental units by the Kane County Purchasing Department.

Name RAEHEL PETERS Signature Raechel Peters

Company M/M PETERS' CONSTRUCTION, INC.

Address 178 S. WESTERN AVE., AURORA, IL 60506

Phone# 630.742.4729 Fax # 630.896.0969

Federal I.D./Social Security# 91-41641027 Date 6.6.2023  
3

## VENDOR CERTIFICATION

This information is collected for reporting purposes only and will not have any influence on vendor selection. It is required by the State of Illinois. Please check any of the following boxes that apply to the ownership of your firm.

- |   |  |
|---|--|
| <input type="checkbox"/> Minority-owned Business (MBE)                    | <input type="checkbox"/> Veteran-owned Business Enterprise (VBE)                     |
| <input checked="" type="checkbox"/> Woman-owned Business (WBE) <b>DBE</b> | <input type="checkbox"/> Service-Disabled Veteran-owned Business Enterprise (SDVBE)  |
| <input type="checkbox"/> Business Enterprise Program (BEP)                | <input type="checkbox"/> Veteran-owned Small Business (VOSB)                         |
| <input type="checkbox"/> Small Disadvantaged Business (SDB)               | <input type="checkbox"/> Persons with Disabilities-owned Business Enterprises (PDBE) |
| <input type="checkbox"/> Kane County Local Business                       | <input type="checkbox"/> N/A – These categories do not apply to my business          |

**Please Note:** It is required that you check at least one box.

**REFERENCES**  
**CONCRETE SERVICES PROJECT**  
For  
**KANE COUNTY BOARD, Geneva, Illinois**

List below businesses or other organizations for which you have provided comparable services within the last three years:

Offeror's Name: M/M PETERS CONSTRUCTION, INC.

1. Organization: CITY OF AURORA IL  
Address: 775 BROADWAY  
City, State, Zip Code: AURORA, IL 60506  
Telephone Number: 727-612-5664  
Contact Person: IAN WADE  
Description of Project: SIDEWALKS / VAULTS Date of Project 20+ YEARS  
E-mail Address: wadei@aurora.il.us
2. Organization: IL TOLLWAY AUTHORITY / P.M.: W.E. O'NEIL CONST.  
Address: 1245 W. WASHINGTON BLVD  
City, State, Zip Code: CHICAGO, IL 60607  
Telephone Number: 773.842.9823  
Contact Person: SHAWN MCARDLE  
Description of Project: M-8 CONCRETE SITE FOUNDATION WORK Date of Project 2001-2022  
E-Mail Address: SMCARDLE@WEONEIL.COM
3. Organization: IL TOLLWAY P.M. GEORGE SOLITT CONST.  
Address: 790 N. CENTRAL AVE.  
City, State, Zip Code: WOOD DALE, IL 60191  
Telephone Number: 630.673.2139  
Contact Person: ANDREW DIDIER  
Description of Project: H-16 FOUNDATION SITEWORK Date of Project 2001-2022  
E-Mail Address: ADIDIER@SOLITT.COM
4. Organization: ST. CHARLES PARK DISTRICT  
Address: 8 NORTH AVE.  
City, State, Zip Code: ST. CHARLES, IL 60174  
Telephone Number: 630.814.7923  
Contact Person: LAURA RUDOW  
Description of Project: 2 PLAYGROUNDS <sup>complete</sup> Date of Project 2023  
E-Mail Address: LRUDOW@STCPARKS.ORG

### BID SUBMITTAL CHECK LIST

The undersigned Vendor acknowledged and verified that all required documents, statements and all certificates meeting County's requirements are included in their bid response. Vendor shall check the following required submittal items checklist to assure the completeness and in order for assembling of their bid response.

✓: SIGNED BID OFFER TO CONTRACT FORM with all supporting documents (pages 28-37).

✓: VENDORS DISCLOSURE STATEMENT (See attached sample, a mandatory submittal if award of contract)

✓: VENDORS FAMILIAL RELATIONSHIP DISCLOSURE STATEMENT  
(See attached sample, a mandatory submittal if award of contract)

✓: PROOF OF CURRENT CERTIFICATE OF INSURANCE (Submit current coverages with bid response). The actual certificate of insurance that meets the County's requirements including naming the County of Kane, as a certificate holder and additional name insured with required policy endorsements shall be submitted before issuing of award and contract execution. (See attached sample, a mandatory submittal if award of contract)

✓: REFERENCES & CONTACT INFORMATION

✓: ONE (1) ORIGINAL BID, MUST BE SUBMITTED ELECTRONICALLY THROUGH BIDNET DIRECT.

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Vendor/Agency: M/M PETERS CONSTRUCTION, INC.  
Address/City/State: 178 S. WESTERN AVE AURORA IL 60306  
Phone # 630.742.4729 Fax # 630.896.2969

# M/M PETERS CONSTRUCTION INC.

178 S. Western Ave.  
Aurora IL 60506-4618

Raechel Peters 630-742-4729

[mmpetersconstruction@yahoo.com](mailto:mmpetersconstruction@yahoo.com)

## FAMILIAL RELATIONSHIP DISCLOSURE

As of September 5, 2023, M/M Peters Construction, Inc, to the best of our knowledge the owners, officers, or executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12-month period. "Familial relationship" is defined in Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the county, if the vendor, for contracts greater than 430,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

Mary L. Peters

Mary L. Peters  
President

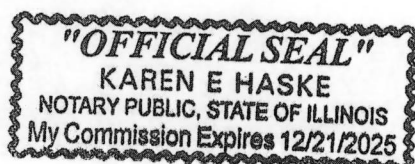
9-5-23

Date

Subscribed and sworn this 5 day of September 2023

Karen E Haske

Notary Public



# M/M PETERS CONSTRUCTION INC.

178 S. Western Ave.  
Aurora IL 60506-4618

Raechel Peters 630-742-4729

[mmpetersconstruction@yahoo.com](mailto:mmpetersconstruction@yahoo.com)

## CONTRACTOR DISCLOSURE

As of September 5, 2023, M/M Peters Construction, Inc, to the best of our knowledge the owners, officers, or executives have not made any political campaign contributions to any Kane Conty Elected Official countywide in the last 12-month period.

Below is a list of shareholders or owner with at least 5% holdings in M/M Peters Construction, Inc.

Mrs. Mary L. Peters                      100%  
178 S. Western Ave.  
Aurora, IL 60506

Mary L. Peters

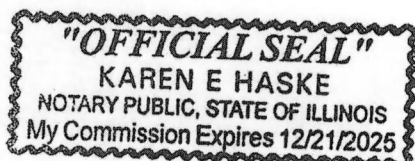
Mary L. Peters  
President

9-5-23

Date

Subscribed and sworn this 5 day of Sept, 2023

Karen E Haske  
Notary Public



## **SUBMITTAL INSTRUCTIONS**

### **Offer to Contract Form**

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8:30 a.m.-4:30 p.m. CST, Monday-Friday

**BIDS MUST BE SUBMITTED ELECTRONICALLY AT**

**[HTTPS://WWW.BIDNETDIRECT.COM/ILLINOIS/KANECOUNTY](https://www.bidnetdirect.com/illinois/kanecounty)**



Liberty Mutual Surety  
Attention: LMS Claims  
P.O. Box 34526  
Seattle, WA 98124  
Phone: 206-473-6210  
Fax: 866-548-6837  
Email: HOSCL@libertymutual.com  
www.LibertyMutualSuretyClaims.com

## The Ohio Casualty Insurance Company BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, M/M Peters, Construction, Inc.

of 178 South Western Avenue, Aurora, IL 60506

(hereinafter called the Principal) as Principal, and The Ohio Casualty Insurance Company, with its  
principal office in the City of Boston, Massachusetts (hereinafter called the  
Surety), as Surety, are held and firmly bound unto County of Kane

of 719 S Batavia Ave; Building A, Geneva, Geneva Township, IL 60134

(hereinafter called the Obligee) in the penal sum of Five Percent of Bid Amount

Dollars 5% of Bid Amount lawful money of

the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the  
accompanying bid dated July 10, 2023 for concrete jobs: leveling, removal and replacement, new  
walks/curbs, ADA, stairs, docks, etc. per unit prices submitted on bid

NOW, THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall  
enter into a contract with said Obligee in accordance with the terms of said bid and provide a bond for the faithful  
performance thereof within the time specified; or if no time is specified within thirty days after the date of said award; or if  
the Principal shall, in the case of failure so to do, indemnify the Obligee against any loss the Obligee may suffer directly  
arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise  
to remain in full force and virtue.

Signed, sealed and dated: July 10, 2023

M/M Peters, Construction, Inc.

Principal

By: Mary L. Peters

The Ohio Casualty Insurance Company

By: Catherine E. Wood

Catherine E. Wood

(Attorney-in-fact)







This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company

## POWER OF ATTORNEY

Principal: M/M Peters, Construction, Inc.

Agency Name: BUTTREY-WULFF-MAMMINGA AGCY INC

Bond Number: BID-0019364

Obligee: County of Kane

Bid Bond Amount: ( 5% of Bid Amount ) Five Percent of Bid Amount

**KNOW ALL PERSONS BY THESE PRESENTS:** that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Catherine E. Wood in the city and state of Batavia, IL, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September, 2016.



The Ohio Casualty Insurance Company

By:   
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By:   
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Company this 10th day of July, 2023.



By:   
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Liberty Mutual Surety  
Attention: LMS Claims  
P.O. Box 34526  
Seattle, WA 98124  
Phone: 206-473-6210  
Fax: 866-548-6837  
Email: HOSCL@libertymutual.com  
www.LibertyMutualSuretyClaims.com

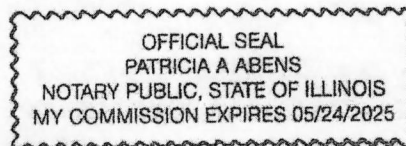
### ACKNOWLEDGMENT BY SURETY

State of Illinois }  
County of Kane } ss.

On this 10th day of July, 2023, before me personally  
appeared Catherine E. Wood, known to me to be the Attorney-in-Fact of  
The Ohio Casualty Insurance Company, the corporation  
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and  
year in this certificate first above written.

Patricia A. Abens  
Notary Public in the State of Illinois  
County of Kane





MMPET-1

OP ID: CW

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Buttrey-Wulff-Mamminga Agency  
355 First St. PO Box 580  
Batavia, IL 60510  
John J. Wulff

## CONTACT

NAME:

PHONE

(A/C, No, Ext):

E-MAIL

ADDRESS:

FAX  
(A/C, No):

INSURED  
M/M Peters Construction Inc  
178 South Western Avenue  
Aurora, IL 60506-4618

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Great American E &amp; S Ins Co

37532

INSURER B: Acuity

14184

INSURER C: Amerisafe

31895

INSURER D: Auto-Owners Insurance Company

18988

INSURER E:

INSURER F:

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	PLF033390	05/25/2023	05/25/2024	EACH OCCURRENCE \$ 1,000,000
	Includes X,C,U						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
B	AUTOMOBILE LIABILITY			Z27181	08/22/2022	08/22/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			XSF033391	05/25/2023	05/25/2024	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED RETENTION S						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			AVWCIL3184592023	05/25/2023	05/25/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Contractors Equip			07874384	05/25/2023	05/25/2024	All Risk 256,695
D	Leased/Rent Equip			07874384	05/25/2023	05/25/2024	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Primary and non-contributory additional insureds on the general liability.  
Waiver of subrogation for the additional insureds on the general liability  
and worker's compensation. Umbrella follows form.

## CERTIFICATE HOLDER

BLANK-1

SAMPLE CERTIFICATE

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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Illinois Department  
of Transportation

## Certificate of Eligibility

M/M Peters Construction, Inc.  
178 S. Western Ave. AURORA, IL 60506-4618

Contractor No 482C

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$750,000.00

017 CONCRETE CONSTRUCTION

\$750,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 11/15/2022 TO 3/3/2024 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 11/15/2022.

Engineer of Construction





Melinda J. Metzger  
Executive Director

June 2, 2023

Ms. Mary L. Peters  
M/M Peters Construction Inc.  
178 S. Western Ave.  
Aurora, IL 60506

Dear Ms. Peters:

Pace has reviewed your No Change Affidavit and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Part 26. Your next No Change Affidavit is due June 1, 2024. A notification will be sent to you sixty (60) days prior to this date.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.

If there is any change in your certification that affects your ability to meet size standards, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

Your firm's name will appear in the IL UCP Directory, which is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The directory can be accessed at <https://pace.diversitycompliance.com/>. Your firm's name will appear in the Directory under the commodity codes and specialties listed on the following page.

Your participation on contracts will only be credited toward DBE contract goals when your firm performs in a Commercially Useful Function (CUF) in its approved area(s) of specialty.

Sincerely,

Chi Kwan Tang

Diversity Programs

## LABOR RATE BREAKDOWN - TRADITIONAL INSURANCE

BY TRADE	<i>Laborers Journeyman</i>	
Rates are actual costs only		
All Labor Rates are subject to audit.		
RATE BREAKDOWN - RATES THRU <del>JUNE 1, 2020</del> <i>May 31, 2023</i>		STRAIGHT TIME RATE
BASE UNION RATE		48.90
HOLIDAY & VACATION		
UNION BENEFITS		34.45
FICA		3.74
FUTA		.49
SUTA		4.79
WORKMANS COMP		5.87
GENERAL LIABILITY INSURANCE		4.89
UMBRELLA		4.89
TOTALS		\$ 108.02
		PREMIUM TIME (X1.5)
BASE UNION RATE		73.35
HOLIDAY & VACATION		
UNION BENEFITS		34.45
FICA		5.61
FUTA		.73
SUTA		7.19
WORKMANS COMP		5.87
GENERAL LIABILITY INSURANCE		4.89
UMBRELLA		4.89
TOTALS		\$ 136.98
		PREMIUM TIME (X2)
BASE UNION RATE		97.80
HOLIDAY & VACATION		
UNION BENEFITS		34.45
FICA		7.48
FUTA		.98
SUTA		9.58
WORKMANS COMP		5.87
GENERAL LIABILITY INSURANCE		4.89
UMBRELLA		4.89
TOTALS		\$ 165.94

LABOR RATE BREAKDOWN - TRADITIONAL INSURANCE

BY TRADE <i>Carpenters Journeyman</i>	
Rates are actual costs only	
All Labor Rates are subject to audit.	
RATE BREAKDOWN - <i>RATES Thru May 31, 2024</i>	STRAIGHT TIME RATE
BASE UNION RATE	54.71
HOLIDAY & VACATION	
UNION BENEFITS	40.62
FICA	4.19
FUTA	.55
SUTA	5.36
WORKMANS COMP	6.57
GENERAL LIABILITY INSURANCE	5.47
UMBRELLA	5.47
TOTALS	\$ 122.94
	PREMIUM TIME (X1.5)
BASE UNION RATE	81.47
HOLIDAY & VACATION	
UNION BENEFITS	40.62
FICA	6.23
FUTA	.81
SUTA	7.98
WORKMANS COMP	6.57
GENERAL LIABILITY INSURANCE	5.47
UMBRELLA	5.47
TOTALS	\$ 154.62
	PREMIUM TIME (X2)
BASE UNION RATE	108.22
HOLIDAY & VACATION	
UNION BENEFITS	40.62
FICA	8.28
FUTA	1.08
SUTA	10.61
WORKMANS COMP	6.57
GENERAL LIABILITY INSURANCE	5.47
UMBRELLA	5.47
TOTALS	\$ 186.32

LABOR RATE BREAKDOWN - TRADITIONAL INSURANCE

BY TRADE <u>Cement Masons 502</u>	
Rates are actual costs only	
All Labor Rates are subject to audit.	
RATE BREAKDOWN - RATES THRU <del>JUNE 1, 2023</del> <u>May 31, 2023</u>	
	STRAIGHT TIME RATE
BASE UNION RATE	50.75
HOLIDAY & VACATION	
UNION BENEFITS	40.80
FICA	3.88
FUTA	.51
SUTA	4.97
WORKMANS COMP	6.09
GENERAL LIABILITY INSURANCE	5.08
UMBRELLA	5.08
TOTALS	\$ 117.16
	PREMIUM TIME (X1.5)
BASE UNION RATE	76.13
HOLIDAY & VACATION	
UNION BENEFITS	40.80
FICA	5.82
FUTA	.76
SUTA	7.46
WORKMANS COMP	6.09
GENERAL LIABILITY INSURANCE	5.08
UMBRELLA	5.08
TOTALS	\$ 147.22
	PREMIUM TIME (X2)
BASE UNION RATE	101.50
HOLIDAY & VACATION	
UNION BENEFITS	40.80
FICA	7.76
FUTA	1.02
SUTA	9.95
WORKMANS COMP	6.09
GENERAL LIABILITY INSURANCE	5.08
UMBRELLA	5.08
TOTALS	\$ 177.28





MMPET-1

OP ID: CW

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Buttrey-Wulff-Mamminga Agency 355 First St. PO Box 580 Batavia, IL 60510 John J. Wulff	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b> M/M Peters Construction Inc 178 South Western Avenue Aurora, IL 60506-4618	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Great American E & S Ins Co	<b>NAIC #</b> 37532
	<b>INSURER B:</b> Acuity	14184
	<b>INSURER C:</b> Amerisafe	31895
	<b>INSURER D:</b> Auto-Owners Insurance Company	18988
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Includes X,C,U GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PLF033390	05/25/2023	05/25/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		Z27181	08/22/2022	08/22/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XSF033391	05/25/2023	05/25/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	AVWCIL3184592023	05/25/2023	05/25/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Contractors Equip			07874384	05/25/2023	05/25/2024	All Risk 256,695
D	Leased/Rent Equip			07874384	05/25/2023	05/25/2024	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

23-041 Concrete Services Project. County of Kane is a general liability & automobile liability additional insured. Excess policy follows form.

## CERTIFICATE HOLDER

## CANCELLATION

County of Kane 719 Batavia Avenue Geneva, IL 60134	COUKA-1
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE 	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization where required by written contract to be added as an additional insured, provided the "bodily injury", "property damage", or "personal & advertising injury" occurs subsequent to the execution of the contract of agreement.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:****

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
Any person or organization when required by written contract to be added as an additional insured with respect to Products/Completed Operations provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization where required by written contract to be added as an additional insured, provided the "bodily injury", "property damage", or "personal & advertising injury" occurs subsequent to the execution of the contract of agreement.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
Any person or organization when required by written contract to be added as an additional insured with respect to Products/Completed Operations provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

STATE OF ILLINOIS )  
SS.  
COUNTY OF KANE )

**RESOLUTION NO. TMP-25-848**

**AUTHORIZING A CONTRACT FOR KANE COUNTY BUILDING  
MANAGEMENT DEPARTMENT FLOORING IMPROVEMENT PROJECT WITH  
R.C. WEGMAN (BID# 25-024-TL)**

WHEREAS, bids have been solicited for the Kane County Flooring Improvement Project (BID# 25-024-TL) located at the Circuit Clerk's Elections Office. A total of three (3) bids were received by the June 17, 2025 deadline; and

WHEREAS, the responsive and responsible bidder for the Flooring Improvements Project is Artlow Systems, Inc. of Carol Stream IL for an amount of One Hundred Forty-Five Thousand Three Hundred Twenty-Five Dollars (\$145,325); and

WHEREAS, Kane County, pursuant to the Local Government Professional Services Selection Act (50 ILCS 510), has a satisfactory relationship for engineering services and construction supervision with R.C. Wegman Construction Company located at 750 Morton Avenue, Aurora, IL 60506; and

WHEREAS, R.C. Wegman Construction Company has proposed construction management and supervision services for the project in the amount of Forty Thousand Six Hundred Forty Dollars (\$40,640) with a 5% construction contingency of Eight Thousand Seventy-One Dollars (\$8,071); and

WHEREAS, the contract for the Flooring Improvement Project, Construction Management Services, and contingency is a budgeted expense of the Kane County Clerk in an amount not to exceed One Hundred Ninety-Four Thousand Thirty-Six Dollars (\$194,036).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is authorized and directed to enter into contract with R.C. Wegman Construction Company located at 750 Morton Avenue Aurora, IL 60506 for the Flooring Improvement Project, Construction Management Services, and contingency (BID# 25-024-T) in an amount not to exceed One Hundred Ninety-Four Thousand Thirty-Six Dollars (\$194,036).

*Line Item: 001.190.191.55000, Various*

*Line Item Description: Elections- Warehouse Flooring Sealant, Various*

*Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes*

*Are funds currently available for this Personnel/Item/Service in the specific line item? Yes*

*If funds are not currently available in the specified line item, where are the funds available? N/A*

Passed by the Kane County Board on August 12, 2025.

---

John A. Cunningham, MBA, JD, JD  
Clerk, County Board  
Kane County, Illinois

---

Corinne M. Pierog MA, MBA  
Chairman, County Board  
Kane County, Illinois

Vote:



## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

### Title

Authorizing a Contract for Kane County Building Management Department Flooring Improvement Project with R.C. Wegman(BID#25-024-TL)

### **Committee Flow:**

Administration Committee, Executive Committee, County Board

### **Contact:**

Kevin Harris, 630-762-2174

### **Budget Information:**

Was this item budgeted? Yes	Appropriation Amount: \$194,036
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

### **Summary:**

This resolution authorizes an agreement with R.C. Wegman for construction services for the Flooring Improvement Project located at the Circuit Clerks Building in the Elections area in the amount of \$194,036. This is being paid for by the County Clerk's Office.

**County of Kane**  
**PURCHASING DEPARTMENT**  
**KANE COUNTY GOVERNMENT CENTER**

719 S. Batavia Avenue, Bldg. A  
Geneva, Illinois 60134

Telephone: (630) 208-3803  
Fax: (630) 208-5107



June 23, 2025

**PROCUREMENT SYNOPSIS**

Requesting Department:	Building Management Department
Procurement Name:	Bid 25-024-TL Kane County Flooring Improvement Project
Recommended Vendor:	Artlow Systems
Awarded Amount	\$145,325

**NOTIFICATION AND RESPONSE**

Public Notices: Bidnet Direct and The Daily Herald

Advertising Date:	May 27, 2025	Notices sent/Plan Holders: 0/20
Proposal Due Date:	June 17, 2025	Proposals Received: 3

**PURPOSE**

Contractors for the flooring improvements project and miscellaneous site work per the plans and specifications at the Kane County Circuit Clerk Building, located in St. Charles, IL. This is an all-inclusive project and services per specifications and drawings for the Kane County Building Management Department.

Vendor	Base Bid	Alt #1 Bid	Grand Total
<b>Artlow Systems – Carol Stream, IL</b>	<b>\$127,362</b>	<b>\$17,963</b>	<b>\$145,325</b>
CCI Flooring – Crest Hill, IL	\$239,300	\$36,300	\$275,600
Tiles in Style – Taza Const. – South Holland, IL	\$258,213	\$58,125	\$316,338

Kane County Building Management Department and R.C. Wegman the General Contractor of record on this project evaluated all bids per specifications and contract requirements and determined that Artlow Systems of Carol Stream, IL is the lowest responsive, responsible vendor to provide the required services at the highest quality and value.

Kane County Building Management Department and R.C Wegman, with the support of the Purchasing Department, recommend awarding this contract to Artlow Systems of Carol Stream, IL., pending approval by the Committee and full Kane County Board.

Submitted By:

*Tom Laird*

Tom Laird

Assistant Director of Purchasing



# ARTLOW PROPOSAL

170 S. Gary Avenue, Carol Stream, IL 60188, 1(800)5-ARTLOW, (630)653-8111, Fax (630)653-8171

"The Professional Concrete Protectors" ... Serving the Nation Since 1963

Sooner or Later You'll Use ARTLOW SYSTEMS... A Union Contractor

<b>Customer ID:</b> 4957	<b>Proposal ID:</b> 72171
<b>Company:</b> County of Kane	<b>Proposal Date:</b> 6/17/2025
<b>Attn:</b> Kane County Government Center	<b>Proj/Site Name:</b> Kane County Circuit Clerk Building
<b>Address:</b> Purchasing Department	Polished Concrete Package
<b>Room/PO Box:</b> 719 S. Batavia Ave.	<b>Address:</b> 540 S. Randall Road
<b>City, State, Zip:</b> Geneva IL 60134	<b>Unit / Space:</b>
	<b>City, State, Zip:</b> St. Charles IL

We respectfully submit herewith our proposal for furnishing all labor, equipment, and material for...

## PREPARATION

<input checked="" type="checkbox"/> Scrape	<input type="checkbox"/> Pressure Wash
<input checked="" type="checkbox"/> Edge Grind	<input type="checkbox"/> Shave Master
<input checked="" type="checkbox"/> Hand Sweep <input checked="" type="checkbox"/> Machine Sweep	<input type="checkbox"/> Propane Burnish
<input checked="" type="checkbox"/> Hand Scrub <input checked="" type="checkbox"/> Machine Scrub	<input type="checkbox"/> Shotblast
<input checked="" type="checkbox"/> HTC Grind to Remove:	<input type="checkbox"/> Grit Screen
<input checked="" type="checkbox"/> Non-Asbestos Mastic	<input type="checkbox"/> Sand
<input type="checkbox"/> Leveling Compound	<input type="checkbox"/> Solvent Tack
<input checked="" type="checkbox"/> Misc. Leveling Compound	<input type="checkbox"/> Tile Removal
<input type="checkbox"/> HTC Grind for Prep	<input type="checkbox"/> Saw Cut Keyway(s)
<input type="checkbox"/> Acid Etch <input type="checkbox"/> Normal <input type="checkbox"/> Mild	<input type="checkbox"/> Rinse with Water
<input type="checkbox"/> Scrub with Ardition	<input type="checkbox"/> Walk Behind Scrub
<input checked="" type="checkbox"/> To be completed in 2 Phases	
<input checked="" type="checkbox"/> Mockup Included	
<input checked="" type="checkbox"/> Base Bid: 14,600 sqft	
<input type="checkbox"/>	
<input checked="" type="checkbox"/> Addendum 1	

## SYSTEM DESCRIPTION (SEE LINE A)

<input type="checkbox"/> Primer	<input type="checkbox"/> Membrane	
<input type="checkbox"/> Overlay System		" avg depth
By:		
<input type="checkbox"/> Quartz System	<input type="checkbox"/> Single	<input type="checkbox"/> Double
<input type="checkbox"/> Decorative Flake System	By:	
<input checked="" type="checkbox"/> Polishing System	By: Retroplate	
# of Steps: 5-6	up to	800 Grit Level
<input type="checkbox"/> Resin Polish	<input checked="" type="checkbox"/> Salt and Pepper	<input type="checkbox"/> Large Aggregate
<input checked="" type="checkbox"/> CreteClean Plus		
<input checked="" type="checkbox"/> Retroplate 99		
<input checked="" type="checkbox"/> Retoguard/ Retropel		
<input checked="" type="checkbox"/> SW ProMar Alkyd Zone Marking Safety Yellow		
<input type="checkbox"/> for Lines		
<input type="checkbox"/> Clear	<input type="checkbox"/> Color	
<input type="checkbox"/> Spray		0 Coats
<input type="checkbox"/> Hand Apply		0 Coats

A) Prep/Misc/Coating	(per above):	14600 sq ft @	\$7.100	per sq ft	\$103,660.00
B) <input type="checkbox"/> Cove	0 " <input type="checkbox"/> Chamfer	0 lin ft @	\$0.000	per lin ft	\$0.00
C) 4" Yellow Lines	<input checked="" type="checkbox"/> Sprayed <input type="checkbox"/> Hand Applied	1420 lin ft @	\$6.750	per lin ft	\$9,585.00
D) Underseal with		0 lin ft @	\$0.000	per lin ft	\$0.00
E) <input checked="" type="checkbox"/> Allowance					\$5,000.00
F) <input checked="" type="checkbox"/> Sawcut Joint Filler CreteFill Pro 85: 1895 lnft X \$2.90 per lnft					\$5,495.50
G) <input checked="" type="checkbox"/> Infill Column Diamonds : Rapidset TRU / Approximate (12)					\$3,621.00
H) <input type="checkbox"/>					\$0.00
I) <input checked="" type="checkbox"/> Alternate Bid: Add 2530 sqft (ADD \$17,963)					\$0.00
J) <input type="checkbox"/>					\$0.00
K) <input checked="" type="checkbox"/> Total Base Bid					\$127,362.00



## 72171

## 121

**KANE COUNTY**  
**OFFER TO CONTRACT FORM**  
**For**  
**25-024-TL**  
**Kane County Flooring Improvement Project**

**Bid Due Date & Time: 2:00 p.m., CST on Tuesday, June 17, 2025.**

To: County of Kane (Purchasing Department)  
Kane County Government Center, Building (A) Room 211, 212, or 214  
719 S. Batavia Ave.  
Geneva, IL 60134

The following offer is hereby made to the County of Kane, Illinois, hereafter called the Owner.

Submitted By: Artlow Systems, Inc

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities, and other contract documents, to irrevocably offer to furnish the products, materials, equipment, and services in compliance with all terms, conditions, specifications, and amendments contained in this solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.
  - A. *The Vendor shall also include with their bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instructions to Bidders, and specifications.*
    1. *The vendor has examined the Responsible Bidder Ordinance (RBO – Section 29), Contractor Disclosure (Section 30), and Familial Relationship (attached Public Act 101-0544) of the Instruction to Bidders, and has included or provided a certified document list all cumulative campaign contributions made within the past twelve months, to any current or county-wide elected officer, and ownership interest in entity greater than five percent and compliance with Public Act 101-0544.*
  - B. For purposes of this offer, the terms Offerer, Bidder, Contractor, and Vendor are used interchangeably.
- II. In submitting this Offer, the Vendor acknowledges:
  - A. All bid documents have been examined: Instructions to Bidder, Statement of Work, and the following addenda: No. 1, No. \_\_\_\_\_, No. \_\_\_\_\_, No. \_\_\_\_\_, No. \_\_\_\_\_, No. \_\_\_\_\_, No. \_\_\_\_\_, No. \_\_\_\_\_, (Contractor to acknowledge addenda here).
  - B. The site(s) and locality have been examined where the Service is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting the cost, progress, or performance of the Work and has made such independent investigations, as Contractor deems necessary.
  - C. To be prepared to execute a contract with the Owner within ten (10) calendar days after acceptance of the bid by the Owner.

- D. If a Prevailing Wage Act or Davis Bacon Act is required for the project, the responsive bidders must include with their bid a separate sheet showing trades to be employed and wage rates to be paid

**III. BASE BID**

The Undersigned agrees to furnish all labor, materials, and equipment necessary for the completion of the Kane County Government Center's Flooring Improvement and other required miscellaneous site work and services, per plans and specifications. This is an all-inclusive bid, and prevailing wage rates apply to this project.

The vendor shall reference the Bidding Requirement and General Requirements sections of the Project Manual Volume 1 and include all required documents with this Offer to Contract Form.

The total amount of the Base Bid is:

The sum of: Dollars (\$ 127,362 )

**ALLOWANCE**

**1. *No Allowance Required.***

**ALTERNATES:**

Alternate #1 – Additional polished concrete area as indicated on the drawing.

The sum of: Dollars (\$ 17,963 )

ADDITIONAL COMMENTS:

Base Bid includes a \$5,000 Allowance

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By signing this Bid, the Offeror hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this Bid will be based upon the funding available to Kane County, which may award all or part of this project. The terms of the Bid and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the Bid and the response, the terms of the Bid and the response shall govern. Every element or item of the Bid and the response shall be deemed a material and severable item or element of the contract. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE SHALL SIGN THIS SECTION.**

Signature Richard D. Sojka Jr. Typed Signature Richard D. Sojka Jr.  
Company Artlow Systems, Inc.  
Address/City/State 170 S. Gary Ave., Carol Stream, IL 60188  
Phone # (630) 653-8111 Fax # (630) 653-8171  
Federal I.D./Social Security # 36-2756469 Date 6/16/2025

## ACCEPTANCE

The Offer is hereby accepted for the KANE COUNTY GOVERNMENT FLOORING IMPROVEMENT PROJECT

The Vendor is bound to provide the services and materials listed by the attached contract and based upon the Invitation to Bid, including all terms, conditions, specifications, amendments, and the vendor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number **25-024-TL**. The Vendor has been cautioned not to commence any billable work or to provide any supplies or services until said vendor receives a purchase order and or notice to proceed.

\_\_\_\_\_  
Corinne Pierog MA, MBA  
Chairman, County Board  
Kane County, Illinois

\_\_\_\_\_  
Date

## BID SUBMITTALS CHECKLIST

The undersigned Vendor acknowledged and verified that all required documents, statements, and all certificates meeting the County's requirements are included in their bid response. The vendor shall check the following required submittal items checklist to ensure the completeness and in order to assemble their bid response.

✓: SIGNED BID OFFER TO CONTRACT FORM with all supporting documents (pages 24-39), including the vendor bid form, as applicable.

✓: VENDOR DISCLOSURE STATEMENT (mandatory submittal if award of contract)

✓: VENDOR FAMILIAL RELATIONSHIP DISCLOSURE STATEMENT (mandatory submittal if award of contract)

✓: RESPONSIBLE BIDDER ORDINANCE FORM.

(See attached form, it is the sole responsibility of the bidders to comply with all the submission of the required supporting documents which must be submitted within seven (10) calendar days after receiving a written notice if not included in the response package)

✓: PROOF OF CURRENT CERTIFICATE OF INSURANCE (Submit current coverages with bid response). The actual certificate of insurance that meets the County's requirements including naming the County of Kane, as a certificate holder and additional name insured with required policy endorsements shall be submitted before issuing of award and contract execution. (See attached sample, a required submittal if award of contract)

✓: REFERENCES

✓: BID BOND (5%) required with bid submittal.

✓: VENDOR CERTIFICATION FORM

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Vendor/Agency: Artlow Systems, Inc

Address/City/State: 170 S. Gary Ave. Carol Stream IL. 60188

Phone # 630.653.8111 Fax # 630.653.8171

## **VENDOR CERTIFICATION**

This information is collected for reporting purposes only and will not have any influence on vendor selection. It is required by the State of Illinois. Please check any of the following boxes that apply to the ownership of your firm.

- |   |  |
|---|--|
| <input type="checkbox"/> Minority-owned Business (MBE)      | <input type="checkbox"/> Veteran-owned Business Enterprise (VBE)                       |
| <input type="checkbox"/> Woman-owned Business (WBE)         | <input type="checkbox"/> Service-Disabled Veteran-owned Business Enterprise (SDVBE)    |
| <input type="checkbox"/> Business Enterprise Program (BEP)  | <input type="checkbox"/> Veteran-owned Small Business (VOSB)                           |
| <input type="checkbox"/> Small Disadvantaged Business (SDB) | <input type="checkbox"/> Persons with Disabilities-owned Business Enterprises (PDBE)   |
| <input type="checkbox"/> Kane County Local Business         | <input checked="" type="checkbox"/> N/A – These categories do not apply to my business |

**Please Note:** It is required that you check at least one box.

**REFERENCES**  
**GOVERNMENT CENTER FLOORING IMPROVEMENT PROJECT**  
For  
**KANE COUNTY BOARD, Geneva, Illinois**

List below businesses or other organizations for which you have provided comparable services within the last three years:

Offeror's Name: Artlow Systems, Inc

1. Organization: Whole Foods  
Address: 300 S. 2nd Street  
City, State, Zip Code: St. Charles, IL.  
Telephone Number: Work completed through a GC (Novak Construction)  
Contact Person: \_\_\_\_\_  
Description of Project: Renovation Date of Project 2024/2025  
E-mail Address: \_\_\_\_\_
2. Organization: Morton College  
Address: 3801 S. Central Street  
City, State, Zip Code: Chicago, IL  
Telephone Number: Work completed through a GC (LoDestro Construction)  
Contact Person: \_\_\_\_\_  
Description of Project: Renovation Date of Project 2024  
E-Mail Address: \_\_\_\_\_
3. Organization: Salvation Army Thrift Shop  
Address: 2424 Oakton Street  
City, State, Zip Code: Evanston, IL  
Telephone Number: Work completed through a GC (Staalsen Construction)  
Contact Person: \_\_\_\_\_  
Description of Project: Renovation Date of Project 2024  
E-Mail Address: \_\_\_\_\_
4. Organization: Morton Arboretum  
Address: 4100 IL Rt 53  
City, State, Zip Code: Lisle, IL  
Telephone Number: Work Completed through a Concrete Contractor (Abbey Paving)  
Contact Person: \_\_\_\_\_  
Description of Project: New Construction Date of Project 2023  
E-Mail Address: \_\_\_\_\_

**RESPONSIBLE BIDDER REQUIREMENTS FORM**

*To be completed by the Contractor/Subcontractor*

**Project Description:** Polished Concrete Flooring

**Contract Number:** 25-024-TL

**Business Name:** Artlow Systems, Inc

**Business**

**Address:** 170 S Gary Ave Carol Stream IL 60188

**Contact Person:** Brian Simpson Estimator

**Phone:** 630.653.8111

**E-mail:** bsimpson@artlow.com

Contractor and all subcontractors shall complete this Responsible Bidder Requirements Form ("Form") and submit supporting documentation as required pursuant to Kane County Ordinance No. 23-340. Contractor must submit this Form and all related evidence with its bid. Contractor shall be responsible for providing this Form to all subcontractors who will perform work on the project. All subcontractors' Forms and supporting documentation must be submitted no later than the date and time of the contract award. Failure to comply with all submission requirements set forth in Kane County Ordinance No. 23-340 is grounds for the County of Kane to determine that a submission is incomplete, which may result in a determination that Contractor is not a responsible bidder.

*For the remainder of this Form, "Contractor" refers to the general contractor and all subcontractors. Each item must be answered. If the question is not applicable, answer "NA." If the answer is none, answer "none."*

The certifications set forth in this Form and all documents attached hereto shall become a part of any contract awarded to the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

The undersigned Richard D. Sojka Jr., as Executive Vice President and  
(Name) (Title)

on behalf of Artlow Systems, Inc., having been duly sworn under  
(Contractor)

Oath certifies that:

**Business Organization**

The form of business organization of the Contractor is (check one):

☐ Sole Proprietor or Partnership

☒ Corporation

☐ LLC

☐ Independent Contractor (Individual)



If contractor/subcontractor is a corporation, indicate the state and the date of incorporation:

11/17/1972 - Illinois

Authorized to do business in the State of Illinois:

Yes ☒ No ☐

Describe supporting documentation attached: Certificate of Good Standing from IL Secretary of State

Registered with Illinois Department of Revenue:

Yes ☒ No ☐

Describe supporting documentation attached (if "No," explain):  
2025 W-9

Registered with Illinois Department of Employment Security:

Yes ☒ No ☐

Describe supporting documentation attached (if "No," explain):  
2025 Business Registration

**Tax liens or tax delinquencies**

Any federal, state or local tax liens or tax delinquencies against the Contractor or any officers of the Contractor in the last five (5) years: Yes ☐ No ☒

"No" means "not applicable." If "yes," describe lien/delinquencies and resolution: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Workers' Compensation**

Contractor's employees who will perform work on the project are:

Covered under a current workers' compensation policy: Yes ☒ No ☐

Properly classified under such policy: Yes ☒ No ☐

Describe supporting documentation attached:

Workers Compensation & Employer's Liability Insurance Policy Information Page

**Prevailing Wage Compliance**

Contractor has complied with all provisions of the Illinois Prevailing Wage Act and federal Davis-Bacon and related Acts, and all rules and regulations therein, for the past five (5) years:

Yes ☒ No ☐

Contractor has reviewed the applicable prevailing wage law, including the Illinois Prevailing Wage Act, and federal Davis-Bacon Act:

Yes ☒ No ☐

Contractor will pay the applicable prevailing wage rates:

Yes ☒ No ☐

Contractor will strictly comply with applicable prevailing wage laws:

Yes ☒ No ☐

Contractor has not been found by the Illinois Department of Labor to be in violation of the Illinois Prevailing Wage Act twice within the past three-year period.  
("Yes" indicates compliance with the Act):

Yes ☒ No ☐

If the above answer is "No," list the date(s) of the Department's finding of a violation:

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### **Substance Abuse**

Contractor complies with the Substance Abuse Prevention on Public Works Projects Act by:

Attaching a written substance abuse program in effect for its employees that meets or exceeds the requirements of the Act; or:

Yes ☒ No ☐

Attaching applicable provision from a collective bargaining agreement in effect for its employees that deals with the subject matter of the Act.

Yes ☒ No ☐

### **Employee Classification**

Contractor's employees that will perform work on the project are properly classified as an employee or independent contractor under all applicable state and federal laws and local ordinances:

N/A ☐ Yes ☒ No ☐

**Professional or Trade Licenses**

Contractor will possess all applicable professional and trade licenses required for performing the Contract work:

Yes ☒ No ☐

Describe supporting documentation of such licenses:

Contractor License needed from City work is located, one is attached however there are multiple registrations that have been issued and will produce upon request

If any of the above license(s) have been revoked or suspended, state the date and reason for suspension/revocation:

No

**Registered Apprenticeship Programs**

Contractor participates in apprenticeship training programs approved by and registered with the United States Department of Labor applicable to each trade it will perform on the project:

Yes ☒ No ☐

Each program meets the requirement that a program has graduated at least five (5) apprentices in each of the past five (5) years :

Yes ☒ No ☐

Please attach documentation that evidences (i) Contractor's participation in applicable registered programs and (ii) that each program meets the graduation requirement.

**Safety & Health Activities**

Contractor confirms that is has OSHA cards on file showing 10-hour or greater safety programs completed for all employees performing construction on project and who face hazards on the job:

Yes ☒ No ☐

**Subcontractors**

Contractor has disclosed the name and address of each subcontractor for whom the contractor has accepted a bid and/or intends to hire on any part of the project (Form A):

Yes ☒ No ☐

Contractor provided a Form to all of the above-referenced subcontractors:

Yes ☐ No ☒

**Documentation Attached** (Contractor must initial next to each item):

- NDJ **Table A:** Name and address of subcontractors from whom Contractor has accepted a bid or intends to hire to perform work on any part of the project.  
**NOTE:** All subcontractors shall complete and submit an Affidavit of Compliance no later than the date the subcontractor commences work on the project.
- NDJ **Table B:** Additional Information Required
- NDJ **Certificate of Good Standing**  
(or other evidence of compliance with laws pre-requisite to doing business in the state)
- NDJ **Illinois Department of Revenue registration**
- NDJ **Illinois Department of Employment Security registration**
- NDJ **Evidence of participation in applicable registered apprenticeship programs**
- NDJ **Evidence that each apprenticeship program meets RBO graduation requirement**
- NDJ **Substance Abuse Prevention program (or applicable provision from CBA in effect)**
- NDJ **Written Safety Policy Statement signed by company representative**
- NDJ **OSHA cards evidencing 10-hour or greater safety program, if requested**
- NDJ **Workers' Compensation Coverage**
- NDJ **Professional or Trade Licenses**

### Table A

### Subcontractors who will Perform Work on the Project

[illegible]

**Table B**                      **Additional Information Required**

If required in the bid specifications, Contractor shall complete items I and/or II below:

- I.        Statement of past three (3) years' experience on public construction projects.

<b>Public Body/ Project Name/Year</b>	<b>Reference Name/ Phone #</b>	<b>Original Price/ Final price</b>	<b>Subcontractors</b>


- II. List any determinations by a court or governmental agency for violations of federal, state or local laws, including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), or federal Davis-Bacon and related Acts.

Date	Law	Determination	Penalty

## CONTRACTOR VERIFICATION

I certify that I am authorized to execute this Contractor Verification on behalf of the Contractor set forth on page one (1), that I have personal knowledge of all the information set forth herein, and that all statements, representations, information and documents provided in or with this Form and attachments hereto are true and accurate and are submitted in compliance with the requirements of Kane County Ordinance No. 23-340. Failure to comply with all submission requirements set forth in Kane County Ordinance No. 23-340 is grounds for the County of Kane to determine that a submission is incomplete, which may result in a determination that Contractor is not a responsible bidder.

The Contractor shall report any change in any of the facts stated in this Form within fourteen (14) days of the effective date of such change by completing and submitting a new Form. Failure to comply with this requirement is grounds for the Contractor to be deemed a non-responsible bidder.

  
\_\_\_\_\_  
Signature of Authorized Officer

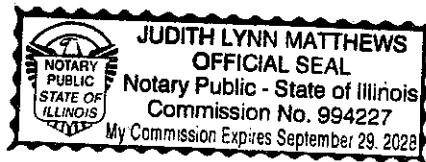
Richard D. Sojka Jr.  
\_\_\_\_\_  
Name of Authorized Officer (Print or Type)

Executive Vice President  
\_\_\_\_\_  
Title

(630) 653-8111  
\_\_\_\_\_  
Telephone Number

Subscribed and sworn to  
before me this 16th day of  
June, 2025.

  
\_\_\_\_\_  
Notary Public Signature & Seal





## SUBCONTRACTOR VERIFICATION

I certify that I am authorized to execute this Subcontractor Verification on behalf of the Subcontractor set forth on page one (1), that I have personal knowledge of all the information set forth herein and that all statements, representations, information and documents provided in or with this Form and attachments hereto are true and accurate and are submitted in compliance with the requirements of Kane County Ordinance No. 23-340.

The Subcontractor shall report any change in any of the facts stated in this Form within fourteen (14) days of the effective date of such change by completing and submitting a new Affidavit. Failure to comply with this requirement is grounds for the project owner to withhold payment due for work performed.

Richard D. Sojka Jr.  
Signature of Authorized Officer

Richard D. Sojka Jr.  
Name of Authorized Officer (Print or Type)

Executive Vice President  
Title

(630) 653-8111  
Telephone Number

Subscribed and sworn to  
before me this 16th day of  
June, 2025.

[Signature]  
Notary Public Signature & Seal



# ACKNOWLEDGEMENT, IF A CORPORATION

STATE OF Illinois

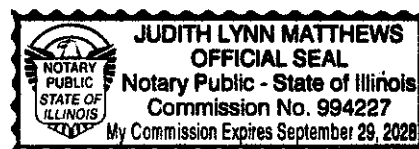
COUNTY OF DuPage

On this 16th day of June, 2025 before me personally came Richard D. Sojka Jr. to me known to be the person duly sworn, did depose and say, that he/she resides in Carol Stream, IL 60188. That he/she is Executive Vice President of corporation described in and which executed the foregoing instrument; that he/she knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Sworn to me the date set forth above

  
\_\_\_\_\_  
Notary Public in and for the above County and State

My Commission Expires: September 29, 2028





### CONTRACTOR DISCLOSURE

As of June 16<sup>th</sup>, 2025, Artlow Systems Inc., to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12-month period.

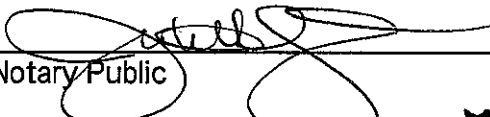
Below is a list of shareholders or owners, with at least 5% holdings in ABC Company:

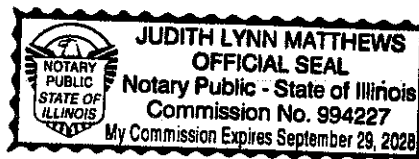
Randall S. Richter Batavia, IL 60134	58%
Richard D. Sojka Jr. Aurora, IL	25%
Bryan S. Richter Oswego, IL	17%

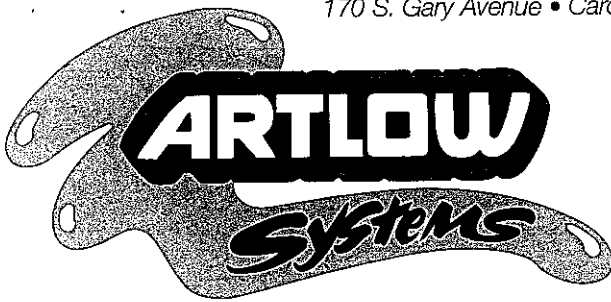
  
\_\_\_\_\_  
Officer Richard D. Sojka Jr.  
Title Executive Vice President

6/16/2025  
\_\_\_\_\_  
Date

Subscribed and Sworn this 16th day of June, 2025

  
\_\_\_\_\_  
Notary Public





### FAMILIAL RELATIONSHIP DISCLOSURE

As of June 16<sup>th</sup>, 2025, Artlow Systems Inc., to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12-month period. "Familial Relationship" is defined in Public Act 101-0544

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than \$30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

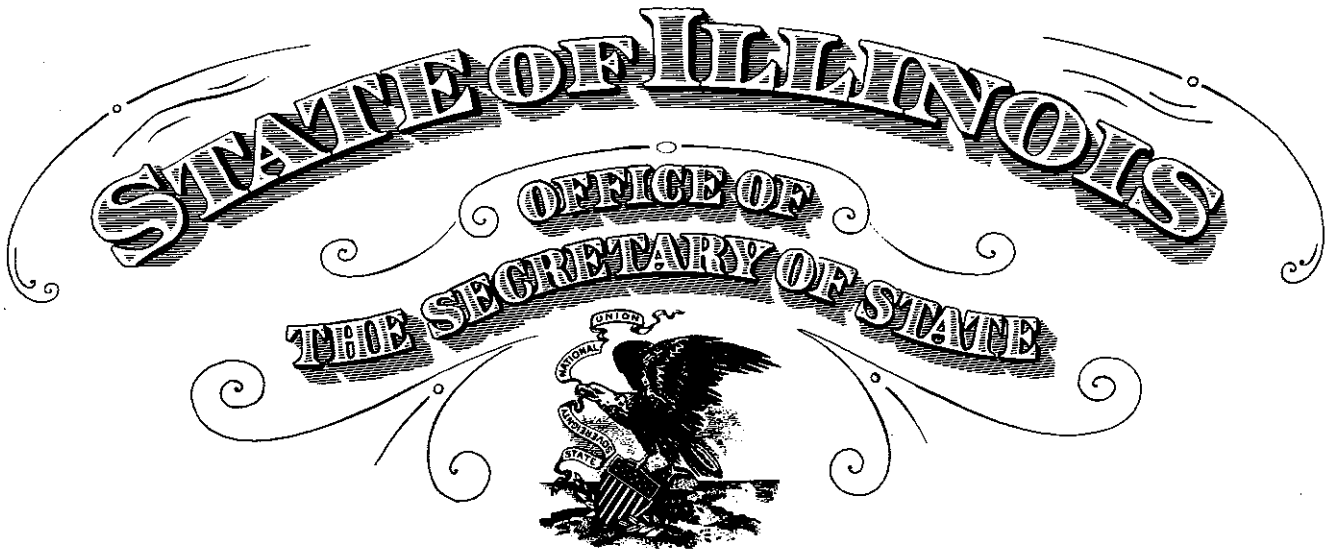
Richard D. Sojka Jr.  
Officer Richard D. Sojka Jr.  
Title Executive Vice President

6/16/2025  
Date

Subscribed and Sworn this 16th day of June, 2025

[Signature]  
Notary Public

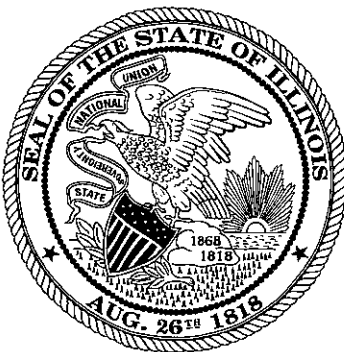




***To all to whom these Presents Shall Come, Greeting:***

***I, Alexi Giannoulas, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that***

ARTLOW SYSTEMS, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON NOVEMBER 17, 1972, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 16TH day of JUNE A.D. 2025 .***

Authentication #: 2516701966 verifiable until 06/16/2026  
Authenticate at: <https://www.ilsos.gov>

*Alexi Giannoulas*  
SECRETARY OF STATE

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
requester. Do not  
send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <b>ARTLOW SYSTEMS, INC.</b>	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <u>one</u> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions. <b>170 S. GARY AVE.</b>	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code <b>CAROL STREAM, IL 60188</b>		
<b>7</b> List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>								
			-				-	
<b>or</b>								
<b>Employer identification number</b>								
3	6		-	2	7	5	6	4 6 9

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person <b>20 Soye</b>
------------------	---

Date **01/27/2025**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).



**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**Verify that all of your Illinois Business Authorization information is correct.**

If not, contact us immediately.

If all of the information is correct, you may print and visibly display at the business listed. Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

OFFICIAL DOCUMENT	State of Illinois - Department of Revenue	OFFICIAL DOCUMENT
<b>Illinois Business Authorization</b>		
<b>ARTLOW SYSTEMS, INC.</b>		
<b>DBA: ARTLOW SYSTEM</b>		<b>Loc. Code: 022-0053-8-001</b>
<b>170 S GARY AVE</b>		<b>Carol Stream</b>
<b>CAROL STREAM IL 60188-2018</b>		<b>DuPage County</b>
<b>Expiration Date:</b> <b>12/31/2025</b>	<b>Certificate of Registration</b> Sales and use taxes and fees	<b>(0184-7473)</b>
		 <b>ILLINOIS REVENUE</b> <i>[Signature]</i> Director
OFFICIAL DOCUMENT		<b>Issued Date: 11/01/2024</b>

**JOINT APPRENTICESHIP COMMITTEE  
CEMENT MASONS' UNION LOCAL NO. 502  
AND PLASTERERS' AREA 5**

Office: 725 South 25th Avenue - Bellwood, Illinois 60104  
Phone: 708-544-9100 Fax: 708-544-0232

July 3, 2024

To: Whom It May Concern:

This letter will officially serve to verify that ARTLOW SYSTEMS DIV ARCHEM INC is a signatory contractor with the Cement Masons' Union Local 502 and Plasterers' Area 5. This contractor can participate in our Apprenticeship Program at any time. If you have further questions, please feel free to contact me directly. 630-913-8707 is my mobile phone and 708-544-9100x310 office.

Sincerely,



Antonio Acevedo

Apprentice Coordinator



# The United States Department of Labor

## Office of Apprenticeship

### Certificate of Registration of Apprenticeship Program

**Cement Masons' Union Local #502 JAC**

**Bellwood, Illinois**

**For The Trade of: Cement Mason**

*Registered as part of the National Apprenticeship System  
in accordance with the basic standards of apprenticeship  
established by the Secretary of Labor*

**August 24, 1982**

Date **Revised: February 1, 2019**

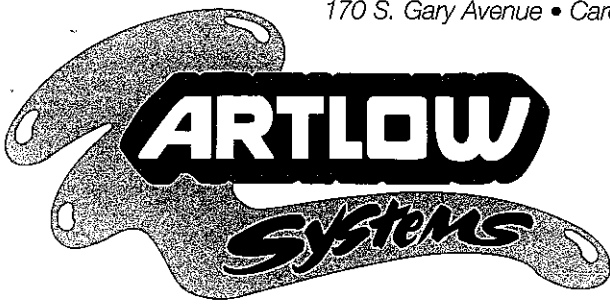
**IL008820041**

Registration No.



*John V. Ladd*

Administrator, Office of Apprenticeship



## **DRUG FREE WORKPLACE POLICY**

### **I. STATEMENT OF POLICY**

Artlow Systems acknowledges the problem of substance abuse (including alcohol) in our society. Furthermore, we see substance abuse as a serious threat to our staff and customers. We are addressing this problem by introducing a new substance abuse policy to ensure that Artlow Systems will have a drug-free workplace.

While Artlow Systems understands that employees and applicants under a physician's care are required to use prescription drugs, abuse of prescribed medications will be dealt with in the same manner as the abuse of illegal substances.

The ultimate goal of this policy is to balance our respect for individual privacy with our need to keep a safe, productive, drug-free environment. Our intention is to prevent substance abuse. We would like to encourage those who use drugs or abuse alcohol to seek help in overcoming their problem. In this way, fully rehabilitated abusers who remain drug free can return to work as employees in good standing.

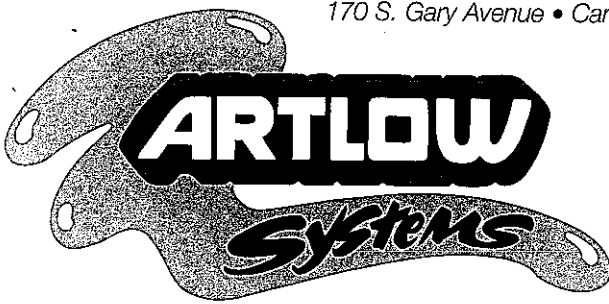
### **II DEFINITIONS**

A. "Legal Drug" - Prescribed drug or over-the-counter drug which has been legally obtained and is being used solely for the purpose for which it was prescribed or manufactured.

B. "Illegal Drug" - Any drug (a) which is not legally obtainable, (b) which may be legally obtainable but has not been legally obtained, or © which is being used in a manner or for a purpose other than as prescribed.

C. "Alcohol" - Any beverage that is considered an intoxicating agent.

D. "Reasonable Suspicion" - Under workers' compensation you can only test for a "reasonable suspicion" that drugs were involved and not test for every accident. NIOAS rules have requirements that also must be followed. Additionally, Section 440.102(1)(n) provides additional language relating to the "reasonable suspicion". Also, just because someone tests positive for drugs is not enough to defeat a workers' compensation claim. The claimant has the opportunity to prove that the use of drugs did not cause the injury and that there is no "reasonable hypothesis" that the use of drugs or alcohol caused the injury. If the claimant proves this, they will be entitled to benefits.



1. Observed drug abuse or alcohol use during work hours on company premises.
2. Apparent physical state of impairment.
3. Incoherent mental state.
4. Marked changes in personal behavior that are otherwise unexplainable.
5. Deteriorating work performance that is not attributable to other factors.
6. Accidents or mishaps in which injuries or property damage occurs.
7. Any actions that provide reasonable cause to believe the employee may be under the influence of illegal drugs or alcohol.

### III POLICY AND WORK RULE

Artlow Systems policy is to employ a work force free from use of illegal drugs and abuse of alcohol, either on or off the job. Any employee determined to be in violation of this policy is subject to disciplinary action, which may include termination, even for the first offense.

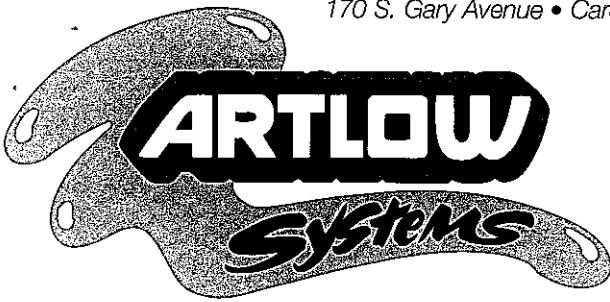
It is a standard of conduct of employees of Artlow Systems that employees shall not use illegal drugs or abuse alcohol. In order to maintain this standard, the company shall establish and maintain the programs and rules set forth below.

#### A. GENERAL PROCEDURES

An employee reporting for work visibly impaired or unable to properly perform required duties because of alcohol or illegal drug use will not be allowed to work.

The employee's supervisor should first seek another supervisor's opinion to confirm the employee's status. Then the supervisor should consult privately with the employee to determine the cause of the observation, including whether substance abuse has occurred.

If, in the opinion of the supervisor, the employee is considered impaired, the employee should be sent to a medical facility for drug testing by taxi or other safe transportation alternative, depending on the determination of the observed impairment, accompanied by the supervisor or another employee if necessary. An impaired employee will not be allowed to drive.



#### B. Pre-employment Drug Abuse Testing

Artlow Systems will conduct pre-employment drug testing examinations designed to prevent hiring individuals who use illegal drugs or individuals whose use of legal drugs indicates a potential for impaired or unsafe job performance

#### C. Current Employee Drug and Alcohol Abuse Testing

Artlow Systems will maintain drug testing practices to identify employees who use illegal drugs or abuse alcohol, either on or off the job. It shall be a condition of continued employment for all employees to submit to a drug test when:

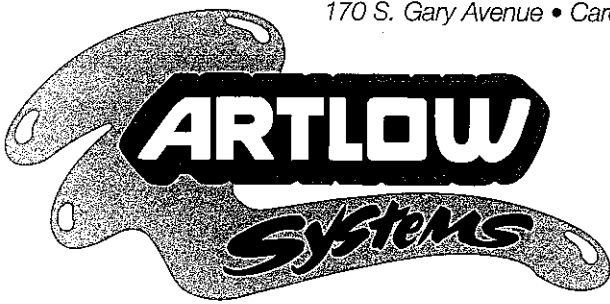
1. When there is a reasonable suspicion to believe that an employee is using or has used illegal drugs or is abusing or has abused alcohol.
2. When the employee is involved in any mishap or accident in which injury to himself or herself or other persons or damage to property has occurred (an employee who tests positive for substance abuse at the time of treatment for work-related injury risks forfeiture or workers' compensation benefits and may be liable for his or her own medical treatment for the injury.
3. Upon return from extended absences.

#### D. Employee Assistance and Alcohol/Drug Rehabilitation Programs

Artlow Systems, Inc.

  
Richard D. Sojka Jr., Executive Vice President

6/16/2025



# Safety Policy Statement

It is the policy of Artlow Systems, Inc. that injury and illness prevention shall be considered of primary importance in all phases of operations and administration.

It is the intention of the company's top management to provide safe and healthy working conditions and to establish and insist upon safe practices at all times by all employees.

The prevention of injury and illness is an objective affecting all levels of the organization and its activities. It is therefore, a basic requirement that each supervisor make the safety of employees an integral part of his or her regular management function. It is equally the duty of each employee to accept and follow established safety regulations and procedures.

Every effort will be made to provide adequate training to employees. However, if an employee is ever in doubt how to do a job safely, it is their duty to ask a qualified person for assistance.

Employees are expected to assist management in injury and illness prevention activities. Unsafe conditions must be reported. Fellow employees that need help should be assisted. Everyone is responsible for the housekeeping duties that pertain to their jobs.

Any injury that occurs on the job, even a slight cut or strain, must be reported to management as soon as possible. In no circumstance, except an emergency, should an employee leave a shift without reporting an injury that occurred.

When you have an injury and illness, everyone loses; you, your family, your fellow workers, and the company. Please work safely. It's good for everyone.

Artlow Systems Inc.

 6/16/2025  
Richard D. Sojka Jr., Executive Vice President



Billing Number: 0006264226  
Policy Number: AW 1517230 15

## WORKERS COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY INFORMATION PAGE

**INSURER:**

COUNTRY Mutual Insurance Company  
1701 Towanda Ave.

P.O. Box 2100, Bloomington Illinois 61702-2100

Renewal Of: AW 1517230 14

Effective Date: 11-23-2024

NCCI Company No: 16284

RISK ID #914949742

**ITEM 1. NAMED INSURED AND MAILING ADDRESS:**

ARTLOW SYSTEMS INC  
170 S GARY AVE  
CAROL STREAM IL 60188-2018

**AGENT NAME AND ADDRESS:**

MILLER ERIC  
28369 DAVIS PKWY STE 405  
WARRENVILLE IL 60555-0000

(630) 836-0845

PRODUCER NO.: 19911

NAMED INSURED BUSINESS: CONCRETE SEALING

LEGAL ENTITY: CORPORATION

OTHER WORKPLACES NOT SHOWN ABOVE: (See Workers Compensation Classification Schedule)

**ITEM 2. POLICY PERIOD:** From: 11-23-2024 To: 11-23-2025

Effective 12:01 A.M. Standard Time at the Insured's mailing address.

**ITEM 3. COVERAGE:**

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here:  
**IL**

B. Employers' Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of liability under Part Two are:

Bodily Injury by Accident:	\$ 1,000,000	each accident
Bodily Injury by Disease:	\$ 1,000,000	policy limit
Bodily Injury by Disease:	\$ 1,000,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

**AL AK AZ AR CO CT DE GA ID IN IA KS KY ME MD MA MI MN MO MT NE NV  
NH NJ NM NY NC OK OR PA RI SC SD TN TX UT VT VA**

D. This Policy includes these Endorsements and Schedules:  
See Schedule of Forms and Endorsements.

**ITEM 4. PREMIUM:** The premium for this Policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required on the Workers Compensation Classification Schedule is subject to verification and change by audit.

Minimum Premium: \$ 1,500

Total Estimated Annual Premium: \$ 159,737

Audit Period: **Annual**

Payment Plan: **Quarterly**

Countersigned by

**TO REPORT A CLAIM ANY TIME OF DAY OR NIGHT, CALL 1-866-COUNTRY**

COUNTRY Mutual Insurance Company

Policy Number  
AW 1517230 15**EXTENSION OF INFORMATION PAGE  
WORKERS COMPENSATION CLASSIFICATION SCHEDULE**State of: **ILLINOIS**Risk ID # **914949742**Named Insured **ARTLOW SYSTEMS INC**Effective Date: **11-23-2024**

12:01 A.M., Standard Time

Agent Name **MILLER ERIC**Agent No. **19911**

Classification of Operation	Code No.	Annual Remuneration	Total Estimated Per \$100 of Remuneration	Estimated Annual Premium
0001-01				
Kotecki Waiver - -	0930	\$ 424,528	.03	\$ 12,736.00
Paving or Repaving Floors Driveways, Yards, or Sidewalks & Drivers.	5221	\$ 5,074,200	7.86	\$ 398,832.00
Contractor - Project Manager Construction Executive Construction Manager or Construction Superintendent	5606	\$ 352,900	2.31	\$ 8,152.00
Construction or Erection Permanent Yard	8227	\$ 195,500	7.47	\$ 14,604.00
Salespersons or Collectors - Outside	8742	\$ 774,800	.28	\$ 2,169.00
Clerical Office Employees NOC.	8810	\$ 642,700	.12	\$ 771.00

AWC DS 02 06 06

Insured Copy

COUNTRY Mutual Insurance Company

Policy Number  
AW 1517230 15

# **EXTENSION OF INFORMATION PAGE WORKERS COMPENSATION CLASSIFICATION SCHEDULE**

State of: **ILLINOIS**Risk ID # **914949742**Named Insured **ARTLOW SYSTEMS INC**Effective Date: **11-23-2024**

12:01 A.M., Standard Time

Agent Name **MILLER ERIC**Agent No. **19911**

Classification of Operation	Code No.	Annual Remuneration	Total Estimated Per \$100 of Remuneration	Estimated Annual Premium
Total Class Premium				\$ 437,264.00
Blanket Waiver	9724			\$ 8,745.00
Increase Limits 1.014	9812			\$ 6,122.00
Small Deductible .976	9664			\$ -10,494.00
Total Subject Premium				\$ 441,637.00
Experience Premium .65	9898			\$ -151,512.00
Total Modified Premium				\$ 290,125.00
Contractors Credit Program .73	9046			\$ -75,973.00
Schedule Modification	9887			\$ -51,352.00
Standard Total				\$ 162,800.00
Premium Discount	0063			\$ -13,838.00
Expense Constant	0900			\$ 280.00
Terrorism .03	9740			\$ 2,112.00
Catastrophe (Other Than Certified Acts of Terrorism)				
Terrorism) .01	9741			\$ 704.00
Total Estimated Premium				\$ 152,058.00
Payment Plan Charge 1.04	9999			\$ 6,082.00
IL WC Comm Operations Fund Surcharge 1.0101	0000			\$ 1,597.21
Final Total				\$ 159,737.21
Policy Total Estimated Cost				\$ 159,737.21

AWC DS 02 06 06

Insured Copy





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> ERIC MILLER (19911) 28369 DAVIS PKWY STE 405 WARRENVILLE, IL 60555-0000	<b>CONTACT NAME:</b> ERIC MILLER <b>PHONE (A/C, No, Ext):</b> 630-836-0845 <b>E-MAIL ADDRESS:</b> ERIC.MILLER@COUNTRYFINANCIAL.COM <b>FAX (A/C, No):</b> 630-836-0995
<b>INSURED</b> 6264226 ARTLOW SYSTEMS INC 170 S GARY AVE CAROL STREAM, IL 60188	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> COUNTRY Mutual Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 20990

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>		AB1517230	11/23/2024	11/23/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>		AV1517230	11/23/2024	11/23/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000	<input checked="" type="checkbox"/>		AU1517230	11/23/2024	11/23/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	AW1517230	11/23/2024	11/23/2025	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ADDITIONAL INSURED(S):

COUNTY OF KANE  
719 S BATAVIA AVE  
GENEVA, IL 60134**CERTIFICATE HOLDER**COUNTY OF KANE  
719 S BATAVIA AVE  
GENEVA, IL 60134**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# Document A310™ - 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Artlow Systems, Inc.

170 S. Gary Ave.

Carol Stream, IL 60188

### SURETY:

(Name, legal status and principal place of business)

Swiss Re Corporate Solutions Premier Insurance Corporation

1200 Main Street Suite 800

Kansas City, MO 64105

### OWNER:

(Name, legal status and address)

County of Kane

719 S. Batavia Avenue

Geneva, IL 60134

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**BOND AMOUNT:** Five Percent of Total Amount Bid (5%)

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### PROJECT:

(Name, location or address, and Project number, if any)

Kane County Flooring Improvement Project, 719 S. Batavia Avenue, Geneva, IL 60134, Bid # 25-024-TL-


Polished Concrete

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

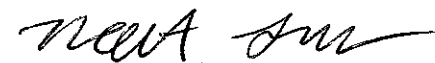
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this June 17, 2025



(Witness)



(Witness)

Artlow Systems, Inc.

(Principal)

(Seal)

(Title) Richard D. Sojka Jr., Executive VP  
Swiss Re Corporate Solutions Premier Insurance Corporation

(Surety)

  
(Title) Courtney A. Flaska, Attorney-in-Fact

(Seal)

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

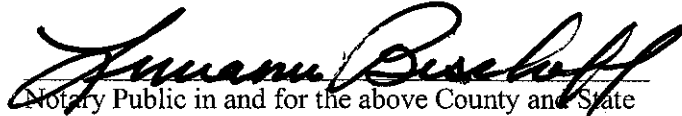
Init. AIA Document A310™ - 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org. 061110

*Surety Company Acknowledgement*

STATE OF **ILLINOIS**  
COUNTY OF **COOK**

SS:

On this 17<sup>th</sup> day of June, 2025, before me personally appeared **Courtney A. Flaska**, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Schaumburg, Illinois** that (s)he is the **Attorney in Fact** of Swiss Re Corporate Solutions Premier Insurance Corporation the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

  
Notary Public in and for the above County and State

My Commission Expires: 04/22/26



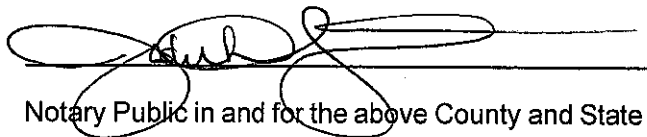
# ACKNOWLEDGEMENT, IF A CORPORATION

STATE OF Illinois

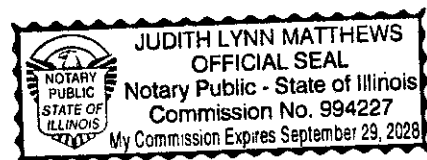
COUNTY OF DuPage

On this 16th day of June, 2025 before me personally came Richard D. Sojka Jr. to me known to be the person duly sworn, did depose and say, that he/she resides in Carol Stream, IL 60188. That he/she is Executive Vice President of corporation described in and which executed the foregoing instrument; that he/she knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Sworn to me the date set forth above

  
Notary Public in and for the above County and State

My Commission Expires: September 29, 2028



## SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")  
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")

### GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint:

ROBERT B. SCHULTZ, JAMES L. SWILKOWSKI, CAROL A. DOUGHERTY, SHEREN L. HEMLER, MIKE POHL, JOHN E. ADAMS, GERALD C. OLSON,

KIRK LISKIEWITZ, COURTNEY A. FLASKA, SAMANTHA BRADTKE, LUCIANNE BISCHOFF and CHRISTINE EITEL

JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

**FIFTY MILLION (\$50,000,000.00) DOLLARS**

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 9<sup>th</sup> of May 2012:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By  
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC

*Erik Janssens*

By  
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC



IN WITNESS WHEREOF, SRCSAIC and SRCSPIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 29<sup>TH</sup> day of APRIL, 20 22

State of Illinois  
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation  
Swiss Re Corporate Solutions Premier Insurance Corporation

On this 29<sup>TH</sup> day of APRIL, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



*Yasmin A. Patel*

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 17<sup>th</sup> day of June, 20 25.

*Jeffrey Goldberg*  
Jeffrey Goldberg, Senior Vice President &  
Assistant Secretary of SRCSAIC and  
SRCSPIC



# AIA® Document A133® – 2019 Exhibit A

## Guaranteed Maximum Price Amendment

This Amendment dated the Eighteenth (18th) day of June in the year Two Thousand Twenty-Five (2025), is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Third (3rd) day of April in the year Two Thousand Twenty-Five (2025) (the “Agreement”) *(In words, indicate day, month, and year.)*

for the following **PROJECT:**  
*(Name and address or location)*

Kane County Polished Concrete Flooring Improvement Project  
Kane County Branch Court Facility – Election Equipment Warehouse Area  
540 S Randall Road St. Charles, IL 60174

**THE OWNER:**  
*(Name, legal status, and address)*

County of Kane  
719 S. Batavia Avenue, Bldg. A Geneva, IL 60134 (630) 232-3400

**THE CONSTRUCTION MANAGER:**  
*(Name, legal status, and address)*

R.C. Wegman Construction Company  
750 Morton Avenue Aurora, IL 60506 (630) 844-3000

### TABLE OF ARTICLES

#### A.1 GUARANTEED MAXIMUM PRICE

#### A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

#### A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

#### A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

### ARTICLE A.1 GUARANTEED MAXIMUM PRICE

#### § A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

### ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed One Hundred Ninety-Four Thousand Thirty-Six dollars (\$194,036), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager’s contingency; alternates; the Construction Manager’s Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.  
*(Provide itemized statement below or reference an attachment.)*

See attached Exhibit D – Schedule of Values

§ A.1.1.3 The Construction Manager’s Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager’s Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
See attached Exhibit E - Alternates	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.  
*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
See attached Exhibit E - Alternates		

§ A.1.1.6 Unit prices, if any:  
*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
See attached Exhibit F - Unit Prices		

ARTICLE A.2    **DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ A.2.1 The date of commencement of the Work shall be:  
*(Check one of the following boxes.)*

- ☒ The date of execution of this Amendment.
- ☐ Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 **Substantial Completion**

**§ A.2.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:  
(Check one of the following boxes and complete the necessary information.)

- ☒ Not later than One Hundred Twenty ( 120 ) calendar days from the date of commencement of the Work.
- ☐ By the following date:

**§ A.2.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

**§ A.2.3.3** If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

**ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**

**§ A.3.1** The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

**§ A.3.1.1** The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

**§ A.3.1.2** The following Specifications:  
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages
See Exhibit A - Drawings, Specifications, and Addenda			

**§ A.3.1.3** The following Drawings:  
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Number	Title	Date
See Exhibit A - Drawings, Specifications, and Addenda		

**§ A.3.1.4** The Sustainability Plan, if any:  
(If the Owner identified a Sustainable Objective in the Owner’s Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner’s and Construction Manager’s roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title (Not applicable)	Date	Pages
------------------------	------	-------



Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:  
(Identify each allowance.)

Item	Price
See attached Exhibit B - Allowances	

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:  
(Identify each assumption and clarification.)

See attached Exhibit C – Assumptions and Clarifications

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:  
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

Not applicable

**ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:  
(List name, discipline, address, and other information.)

See attached Exhibit D – Schedule of Values for Subcontractors

This Amendment to the Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)  
  
\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
CONSTRUCTION MANAGER (Signature)  
  
BY: Colette Rozanski, President, R.C. Wegman  
Construction Company  
\_\_\_\_\_  
(Printed name and title)

**EXHIBIT A - Drawings, Specifications and Addenda**  
**6/18/2025**

	Description	# of Pages
Drawings:	KANE COUNTY POLISHED CONCRETE FLOORING PROJECT, prepared by R.C. Wegman Construction Company, dated 05/27/2025	1
Specifications:	PROJECT MANUAL, VOLUME 1, prepared by R.C. Wegman Construction Company, dated 05/27/2025	143
	PROJECT MANUAL, VOLUME 2, prepared by R.C. Wegman Construction Company, dated 05/27/2025	20
Addenda:	Addendum #1, prepared by R.C. Wegman Construction Company, dated 06/06/2025	4

**EXHIBIT B - Allowances**  
**6/18/2025**

Allowance: Dumpsters	\$1,100
Allowance: 5% Construction Contingency	\$8,071

(100% of unused Allowance Funds are returned to Kane County at the conclusion of the project.)

**EXHIBIT C - Assumptions and Clarifications**  
**6/18/2025**

<b>Permit Fees</b>	Permit Fees are Excluded from GMP (permit not required for this work).
<b>Power for Equipment</b>	Power to run equipment will be provided and paid for by Owner. The cost for generator is not currently included in GMP, but can be added if required, or paid for out of Contingency.

**EXHIBIT D - SCHEDULE OF VALUES**  
**6/18/2025**

	<b>BID PACKAGES</b>	<b>AWARDED CONTRACTOR</b>	<b>BASE BID</b>	<b>ALTERNATE #1</b>	<b>COST</b>
03	Polished Concrete	Artlow Systems	\$127,362	\$17,963	\$145,325
	Site Superintendent Allowance (1/2 of total project duration)				\$15,000
	Dumpsters Allowance (2 dumpsters)				\$1,100
	<b>CONSTRUCTION COST</b>				<b>\$161,425</b>
	Construction Management Fee 13%				\$20,985
	Insurance Fee 1%				\$1,614
	Bond Fee 1%				\$1,940
	Allowance: 5% Construction Contingency				\$8,071
	<b>GMP</b>				<b>\$194,036</b>

**EXHIBIT E - Alternates**  
**6/18/2025**

**BID FORM ALTERNATES:**

Alternate #1 - Additional polished concrete area as indicated on the drawing.

	BID PACKAGES	AWARDED CONTRACTOR	ALTERNATE #1	COST
03	Polished Concrete	Artlow Systems	\$17,963	\$17,963
	<b>CONSTRUCTION COST</b>			<b>\$17,963</b>
	Construction Management Fee 13%			\$2,335
	Insurance Fee 1%			\$180
	Bond Fee 1%			\$216
	Allowance: 5% Construction Contingency			\$898
	<b>ALTERNATE #1 TOTAL ADD TO PROJECT:</b>			<b>\$21,592</b>

ALTERNATE #1 HAS BEEN ACCEPTED AND IS INCLUDED IN GMP

**EXHIBIT F - Unit Prices**  
**6/18/2025**

**UNIT PRICES**

None

## EXHIBIT G - Schedule

6/18/2025

### PRELIMINARY CONSTRUCTION SCHEDULE - SUBJECT TO CHANGE

1)	On agenda for approval at Administration Meeting: Wednesday, July 9, 2025
2)	On agenda for approval at Executive Meeting: Wednesday, August 6, 2025
3)	On agenda for approval at County Board Meeting: Tuesday, August 12, 2025
4)	Owner to clear out half of space: no later than during the week of August 18, 2025
5)	Owner to provide power pigtail for Artlow's equipment: no later than during the week of August 18, 2025
6)	Artlow Systems to finish half of space: (2 week duration required): the weeks of August 25 and September 1, 2025
7)	Owner to move all items to newly finished side, clear out other half: during the week of September 8, 2025
8)	Artlow Systems to finish the second half of space: (2 week duration required): the weeks of September 15 and September 22, 2025
9)	Project Complete: October 2025





NOW, THEREFORE, BE IT RESOLVED that the Kane County Board that the Kane County Building Management Department is hereby authorized to purchase Furniture, Furnishings, and Services through TIP's Tayco Office Furnishings, Inc. with Lan Office Furnishings as the reseller Contract No. 240301 for a sum not-to-exceed of One Hundred Thousand Dollars (\$100,000) per fiscal year.

BE IT FURTHER RESOLVED by the Kane County Board that One Hundred Thousand Dollars (\$100,000) per fiscal year is hereby appropriated from Building Improvements fund #500.800.805.72010, Various to pay for the Building Management Furniture, Furnishings, and Services procured from Tayco with Lan Office Furnishings as the reseller under Contract No. 240301.

*Line Item: 500.800.805.72010, Various*

*Line Item Description: Building Improvements, Various*

*Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes*

*Are funds currently available for this Personnel/Item/Service in the specific line item? Yes*

*If funds are not currently available in the specified line item, where are the funds available? N/A*

Passed by the Kane County Board on August 12, 2025.

---

John A. Cunningham, MBA, JD, JD  
Clerk, County Board  
Kane County, Illinois

---

Corinne M. Pierog MA, MBA  
Chairman, County Board  
Kane County, Illinois

Vote:



## RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

### Title

Authorizing a Contract for Kane County Building Management Department Flooring Improvement Project with R.C. Wegman(BID#25-024-TL)

### **Committee Flow:**

Administration Committee, Executive Committee, County Board

### **Contact:**

Kevin Harris, 630-762-2174

### **Budget Information:**

Was this item budgeted? Yes	Appropriation Amount: \$194,036
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

### **Summary:**

This resolution authorizes an agreement with R.C. Wegman for construction services for the Flooring Improvement Project located at the Circuit Clerks Building in the Elections area in the amount of \$194,036. This is being paid for by the County Clerk's Office.

**Date:** 5/28/2025

**Rep:** Mike Battaglia  
312-287-2222  
mbattaglia@lanofficefurniture.com

## QUOTATION

### TIPS PRICING

**Bill To:**


Marc Smith  
Kane County Government  
719 S. Batavia Ave  
Geneva, IL  
224-760-5271  
smithmarcus@co.kane.il.us


**Ship To:**


Marc Smith  
Kane County Government  
719 S. Batavia Ave  
Geneva, IL  
224-760-5271  
smithmarcus@co.kane.il.us

Part Number		Qty	Sell	Ext Sell
-------------	--	-----	------	----------

### CONFERENCE

	<b>J-MTCB-ALS-A</b>			
	J-1 MESH TASK CHAIR,BLACK FINISH,SEAT SLIDER,ADJ ARM,WITH LUMBAR,GRADE A FABRIC	CONFERENCE	8	\$426.80 \$3,414.40
...	Skipped Option			

	<b>TB-B5-9648</b>			
	B/R ELLIPSE BASE, FOR 48"W x 96"L TABLE	CONFERENCE	1	\$678.80 \$678.80
...	Skipped Option			
...	Skipped Option			
...	Skipped Option			

	<b>TL-MSSX-9648</b>			
	STR B/R TABLE TOP,1 PC, NO PWR,96"Wx48"D,1"TOP	CONFERENCE	1	\$467.60 \$467.60
...	Skipped Option			

Part Number			Qty	Sell	Ext Sell
			<b>Area Sub-Total</b>	<b>\$4,560.80</b>	

## HALLWAY 153



### TL-FL3F-3021

FREESTANDING 3-DRAWER LATERALFILE, 30W X 21D

HALLWAY 153

2

\$711.60

\$1,423.20

... Skipped Option

... Skipped Option

... Skipped Option

... Skipped Option

... Skipped Option



### TL-FL3F-3621

FREESTANDING 3-DRAWER LATERALFILE, 36W X 21D

HALLWAY 153

1

\$746.00

\$746.00

... Skipped Option

... Skipped Option

... Skipped Option

... Skipped Option

... Skipped Option

			<b>Area Sub-Total</b>	<b>\$2,169.20</b>	
--	--	--	-----------------------	-------------------	--

## OFFICE 153



### C-CGU0-24

END GABLE, 24D

OFFICE 153






1





\$72.80

\$72.80




... Skipped Option



Part Number			Qty	Sell	Ext Sell
 <b>C-CGU0-24</b> END GABLE, 24D		OFFICE 153	1	\$72.80	\$72.80
...	Skipped Option				
 <b>C-CGUC-12</b> INTERMEDIATE GABLE, 12D		OFFICE 153	1	\$53.20	\$53.20
...	Skipped Option				
 <b>C-CGUC-12</b> INTERMEDIATE GABLE, 12D		OFFICE 153	1	\$53.20	\$53.20
...	Skipped Option				
 <b>F-SWOO-144214-S</b> W/MTD STG,OPEN,14"Hx42"Wx14"D,SLD BK		OFFICE 153	1	\$229.20	\$229.20
...	Skipped Option				
...	Skipped Option				
 <b>F-SWOO-144214-S</b> W/MTD STG,OPEN,14"Hx42"Wx14"D,SLD BK		OFFICE 153	1	\$229.20	\$229.20
...	Skipped Option				
...	Skipped Option				
 <b>F-SWOO-144214-S</b> W/MTD STG,OPEN,14"Hx42"Wx14"D,SLD BK		OFFICE 153	1	\$229.20	\$229.20




Part Number		Qty	Sell	Ext Sell	
...	Skipped Option				
...	Skipped Option				
<b>F-SWOO-144214-S</b>					
	W/MTD STG,OPEN,14"Hx42"Wx14"D,SLD BK	OFFICE 153	2	\$229.20	\$458.40
...	Skipped Option				
...	Skipped Option				
<b>F-SWOO-146014-S</b>					
	W/MTD STG,OPEN,14"Hx60"Wx14"D,SLD BK	OFFICE 153	1	\$307.60	\$307.60
...	Skipped Option				
...	Skipped Option				
<b>F-SWOO-146014-S</b>					
	W/MTD STG,OPEN,14"Hx60"Wx14"D,SLD BK	OFFICE 153	1	\$307.60	\$307.60
...	Skipped Option				
...	Skipped Option				
<b>J-MTCB-ALS-A</b>					
	J-1 MESH TASK CHAIR,BLACK FINISH,SEAT SLIDER,ADJ ARM,WITH LUMBAR,GRADE A FABRIC	OFFICE 153	2	\$426.80	\$853.60
...	Skipped Option				
<b>J-MTCB-ALS-A</b>					
	J-1 MESH TASK CHAIR,BLACK FINISH,SEAT SLIDER,ADJ ARM,WITH LUMBAR,GRADE A FABRIC	OFFICE 153	1	\$426.80	\$426.80



Part Number		Qty	Sell	Ext Sell
... Skipped Option				
	<b>J-MTCB-ALS-A</b>			
	J-1 MESH TASK CHAIR,BLACK FINISH,SEAT SLIDER,ADJ ARM,WITH LUMBAR,GRADE A FABRIC	OFFICE 153	1	\$426.80 \$426.80
... Skipped Option				
	<b>J-MTCB-ALS-A</b>			
	J-1 MESH TASK CHAIR,BLACK FINISH,SEAT SLIDER,ADJ ARM,WITH LUMBAR,GRADE A FABRIC	OFFICE 153	2	\$426.80 \$853.60
... Skipped Option				
	<b>J-MTCB-ALS-A</b>			
	J-1 MESH TASK CHAIR,BLACK FINISH,SEAT SLIDER,ADJ ARM,WITH LUMBAR,GRADE A FABRIC	OFFICE 153	1	\$426.80 \$426.80
... Skipped Option				
	<b>J-MTCB-ALS-A</b>			
	J-1 MESH TASK CHAIR,BLACK FINISH,SEAT SLIDER,ADJ ARM,WITH LUMBAR,GRADE A FABRIC	OFFICE 153	1	\$426.80 \$426.80
... Skipped Option				
	<b>J-MTCB-ALS-A</b>			
	J-1 MESH TASK CHAIR,BLACK FINISH,SEAT SLIDER,ADJ ARM,WITH LUMBAR,GRADE A FABRIC	OFFICE 153	1	\$426.80 \$426.80
... Skipped Option				
	<b>J-MTCB-ALS-A</b>			
	J-1 MESH TASK CHAIR,BLACK FINISH,SEAT SLIDER,ADJ ARM,WITH LUMBAR,GRADE A FABRIC	OFFICE 153	1	\$426.80 \$426.80
... Skipped Option				








Part Number			Qty	Sell	Ext Sell
	<b>L-FPBU-281623</b>				
	UNDERDESK	OFFICE 153			
	PEDESTAL,BOX/BOX/FILE,28"HX16"WX23"D,LAMINATE		2	\$372.00	\$744.00
	...	Skipped Option			
	...	Skipped Option			
	...	Skipped Option			
	...	Skipped Option			
	<b>L-FPBU-281623</b>				
	UNDERDESK	OFFICE 153			
	PEDESTAL,BOX/BOX/FILE,28"HX16"WX23"D,LAMINATE		1	\$372.00	\$372.00
	...	Skipped Option			
	...	Skipped Option			
	...	Skipped Option			
	...	Skipped Option			
	<b>L-FPBU-281623</b>				
	UNDERDESK	OFFICE 153			
	PEDESTAL,BOX/BOX/FILE,28"HX16"WX23"D,LAMINATE		1	\$372.00	\$372.00
	...	Skipped Option			
	...	Skipped Option			


Part Number		Qty	Sell	Ext Sell
...	Skipped Option			
...	Skipped Option			
...	Skipped Option			
...	Skipped Option			
	<b>L-FPBU-281623</b> UNDERDESK PEDESTAL,BOX/BOX/FILE,28"HX16"WX23"D,LAMINATE	OFFICE 153	2	\$372.00 \$744.00
	...	Skipped Option		
	...	Skipped Option		
	...	Skipped Option		
	...	Skipped Option		
	...	Skipped Option		
	...	Skipped Option		
	<b>L-FPBU-281623</b> UNDERDESK PEDESTAL,BOX/BOX/FILE,28"HX16"WX23"D,LAMINATE	OFFICE 153	1	\$372.00 \$372.00
	...	Skipped Option		
	...	Skipped Option		
	...	Skipped Option		
	...	Skipped Option		
	...	Skipped Option		
	...	Skipped Option		





Part Number			Qty	Sell	Ext Sell
	<b>L-FPBU-281623</b>				
	UNDERDESK	OFFICE 153	1	\$372.00	\$372.00
	PEDESTAL,BOX/BOX/FILE,28"HX16"WX23"D,LAMINATE				
	...	Skipped Option			
	...	Skipped Option			
	...	Skipped Option			
	...	Skipped Option			
	...	Skipped Option			
	<b>L-FPBU-281623</b>				
	UNDERDESK	OFFICE 153	1	\$372.00	\$372.00
	PEDESTAL,BOX/BOX/FILE,28"HX16"WX23"D,LAMINATE				
	...	Skipped Option			
	...	Skipped Option			
	...	Skipped Option			
	...	Skipped Option			
	...	Skipped Option			
	<b>L-FPBU-281623</b>				
	UNDERDESK	OFFICE 153	1	\$372.00	\$372.00
	PEDESTAL,BOX/BOX/FILE,28"HX16"WX23"D,LAMINATE				
	...	Skipped Option			
	...	Skipped Option			

Part Number		Qty	Sell	Ext Sell
...	Skipped Option			
...	Skipped Option			
...	Skipped Option			
...	Skipped Option			
	<b>L-FPFU-281623</b> UNDERDESK PEDESTAL,FILE/FILE,28"HX16"WX23"D,LAMINATE OFFICE 153	2	\$344.40	\$688.80
	...			
	...			
	...			
	...			
	...			
	...			
	<b>L-FPFU-281623</b> UNDERDESK PEDESTAL,FILE/FILE,28"HX16"WX23"D,LAMINATE OFFICE 153	1	\$344.40	\$344.40
	...			
	...			
	...			
	...			
	...			
	...			

Part Number		Qty	Sell	Ext Sell
	<b>L-FPFU-281623</b>			
	UNDERDESK PEDESTAL,FILE/FILE,28"HX16"WX23"D,LAMINATE OFFICE 153	2	\$344.40	\$688.80
	... Skipped Option			
	... Skipped Option			
	... Skipped Option			
	... Skipped Option			
	... Skipped Option			
	<b>L-FPFU-281623</b>			
	UNDERDESK PEDESTAL,FILE/FILE,28"HX16"WX23"D,LAMINATE OFFICE 153	1	\$344.40	\$344.40
	... Skipped Option			
	... Skipped Option			
	... Skipped Option			
	... Skipped Option			
	... Skipped Option			
	<b>L-FPFU-281623</b>			
	UNDERDESK PEDESTAL,FILE/FILE,28"HX16"WX23"D,LAMINATE OFFICE 153	1	\$344.40	\$344.40
	... Skipped Option			
	... Skipped Option			







Part Number		Qty	Sell	Ext Sell
...	Skipped Option			
...	Skipped Option			
...	Skipped Option			
...	Skipped Option			
	<b>L-FPFU-281623</b>			
	UNDERDESK PEDESTAL,FILE/FILE,28"HX16"WX23"D,LAMINATE OFFICE 153	1	\$344.40	\$344.40
	...			
	...			
	...			
	...			
	...			
	<b>L-FPFU-281623</b>			
	UNDERDESK PEDESTAL,FILE/FILE,28"HX16"WX23"D,LAMINATE OFFICE 153	1	\$344.40	\$344.40
	...			
	...			
	...			
	...			
	...			






Part Number		Qty	Sell	Ext Sell
—	<b>L-PWW</b>			
	WORKSURFACE TO WORKSURFACE FLUSH PLATE,3"DX5-1/2"W OFFICE 153	4	\$17.60	\$70.40
—	<b>L-PWW</b>			
	WORKSURFACE TO WORKSURFACE FLUSH PLATE,3"DX5-1/2"W OFFICE 153	2	\$17.60	\$35.20
—	<b>L-PWW</b>			
	WORKSURFACE TO WORKSURFACE FLUSH PLATE,3"DX5-1/2"W OFFICE 153	4	\$17.60	\$70.40
—	<b>L-PWW</b>			
	WORKSURFACE TO WORKSURFACE FLUSH PLATE,3"DX5-1/2"W OFFICE 153	4	\$17.60	\$70.40
—	<b>L-PWW</b>			
	WORKSURFACE TO WORKSURFACE FLUSH PLATE,3"DX5-1/2"W OFFICE 153	4	\$17.60	\$70.40
—	<b>L-PWW</b>			
	WORKSURFACE TO WORKSURFACE FLUSH PLATE,3"DX5-1/2"W OFFICE 153	2	\$17.60	\$35.20
—	<b>L-PWW</b>			
	WORKSURFACE TO WORKSURFACE FLUSH PLATE,3"DX5-1/2"W OFFICE 153	2	\$17.60	\$35.20
	<b>L-WS00-4224</b>			
	STRAIGHT SURFACE,42"WX24"D OFFICE 153	1	\$131.60	\$131.60
... Skipped Option				
... Skipped Option				



Part Number			Qty	Sell	Ext Sell
	<b>L-WS00-4224</b>				
	STRAIGHT SURFACE,42"WX24"D	OFFICE 153	1	\$131.60	\$131.60
	...	Skipped Option			
	...	Skipped Option			
	<b>L-WS00-4224</b>				
	STRAIGHT SURFACE,42"WX24"D	OFFICE 153	1	\$131.60	\$131.60
	...	Skipped Option			
	...	Skipped Option			
	<b>L-WS0G-4224</b>				
	STRAIGHT SURFACE,42"WX24"D,WITH GROMMET	OFFICE 153	2	\$145.60	\$291.20
	...	Skipped Option			
	...	Skipped Option			
	<b>L-WS0G-4224</b>				
	STRAIGHT SURFACE,42"WX24"D,WITH GROMMET	OFFICE 153	1	\$145.60	\$145.60
	...	Skipped Option			
	...	Skipped Option			
	...	Skipped Option			
	...	Skipped Option			
	...	Skipped Option			
	...	Skipped Option			





Part Number			Qty	Sell	Ext Sell
	<b>L-WS0G-4224</b>				
	STRAIGHT SURFACE,42"WX24"D,WITH GROMMET	OFFICE 153	1	\$145.60	\$145.60
	...	Skipped Option			
	...	Skipped Option			
	<b>L-WS0G-4224</b>				
	STRAIGHT SURFACE,42"WX24"D,WITH GROMMET	OFFICE 153	1	\$145.60	\$145.60
	...	Skipped Option			
	...	Skipped Option			
	<b>L-WS0G-6024</b>				
	STRAIGHT SURFACE,60"WX24"D,WITH GROMMET	OFFICE 153	1	\$204.40	\$204.40
	...	Skipped Option			
	...	Skipped Option			
	<b>L-WS0G-6024</b>				
	STRAIGHT SURFACE,60"WX24"D,WITH GROMMET	OFFICE 153	1	\$204.40	\$204.40
	...	Skipped Option			
	...	Skipped Option			


Part Number			Qty	Sell	Ext Sell
	<b>L-WS0G-6624</b>				
	STRAIGHT SURFACE,66"WX24"D,WITH GROMMET	OFFICE 153	1	\$228.80	\$228.80
	...	Skipped Option			
	...	Skipped Option			
	<b>M1-MNSB-A</b>				
	M1 MESH NESTING CHAIR,MESH BLACK,BLACK FRAME,BLACK FINISH,FLEX BACK,FIXED ARM,FOLDING SEAT,DUAL SURFACE CASTERS,GRADE A FABRIC	OFFICE 153	2	\$284.80	\$569.60
	...	Skipped Option			
	<b>M1-MNSB-A</b>				
	M1 MESH NESTING CHAIR,MESH BLACK,BLACK FRAME,BLACK FINISH,FLEX BACK,FIXED ARM,FOLDING SEAT,DUAL SURFACE CASTERS,GRADE A FABRIC	OFFICE 153	2	\$284.80	\$569.60
	...	Skipped Option			
	<b>M1-MNSB-A</b>				
	M1 MESH NESTING CHAIR,MESH BLACK,BLACK FRAME,BLACK FINISH,FLEX BACK,FIXED ARM,FOLDING SEAT,DUAL SURFACE CASTERS,GRADE A FABRIC	OFFICE 153	2	\$284.80	\$569.60
	...	Skipped Option			
	<b>M1-MNSB-A</b>				
	M1 MESH NESTING CHAIR,MESH BLACK,BLACK FRAME,BLACK FINISH,FLEX BACK,FIXED ARM,FOLDING SEAT,DUAL SURFACE CASTERS,GRADE A FABRIC	OFFICE 153	2	\$284.80	\$569.60
	...	Skipped Option			
	<b>M1-MNSB-A</b>				
	M1 MESH NESTING CHAIR,MESH BLACK,BLACK FRAME,BLACK FINISH,FLEX BACK,FIXED ARM,FOLDING SEAT,DUAL SURFACE CASTERS,GRADE A FABRIC	OFFICE 153	2	\$284.80	\$569.60
	...	Skipped Option			





Part Number		Qty	Sell	Ext Sell
...	Skipped Option			
	<b>M1-MNSB-A</b>			
	M1 MESH NESTING CHAIR,MESH BLACK,BLACK FRAME,BLACK FINISH,FLEX BACK,FIXED ARM,FOLDING SEAT,DUAL SURFACE CASTERS,GRADE A FABRIC	OFFICE 153 2	\$284.80	\$569.60
...	Skipped Option			
	<b>R-HTB-X-2628</b>			
	TUBULAR "X" BASE,26" SPREAD X 28"H	OFFICE 153 1	\$475.60	\$475.60
...	Skipped Option			
	<b>R-TO0N-36</b>			
	ROUND TABLE TOP,36"DIAMETER X 1"THICK	OFFICE 153 1	\$263.20	\$263.20
...	Skipped Option			
	<b>TL-FL3F-3021</b>			
	FREESTANDING 3-DRAWER LATERALFILE, 30W X 21D	OFFICE 153 1	\$711.60	\$711.60
...	Skipped Option			
...	Skipped Option			
...	Skipped Option			
...	Skipped Option			
...	Skipped Option			
	<b>TL-FL3F-3021</b>			
	FREESTANDING 3-DRAWER LATERALFILE, 30W X 21D	OFFICE 153 1	\$711.60	\$711.60

Part Number			Qty	Sell	Ext Sell
...	Skipped Option				
...	Skipped Option				
...	Skipped Option				
...	Skipped Option				
...	Skipped Option				
	<b>TL-FL3F-3021</b>				
	FREESTANDING 3-DRAWER LATERALFILE, 30W X 21D	OFFICE 153	1	\$711.60	\$711.60
	...	Skipped Option			
	...	Skipped Option			
	...	Skipped Option			
	...	Skipped Option			
	<b>TL-FL3F-3021</b>				
	FREESTANDING 3-DRAWER LATERALFILE, 30W X 21D	OFFICE 153	1	\$711.60	\$711.60
	...	Skipped Option			
	...	Skipped Option			
	...	Skipped Option			
	...	Skipped Option			

Part Number			Qty	Sell	Ext Sell
	<b>TL-FL3F-3021</b>				
	FREESTANDING 3-DRAWER LATERALFILE, 30W X 21D	OFFICE 153	1	\$711.60	\$711.60
	...	Skipped Option			
	...	Skipped Option			
	...	Skipped Option			
	...	Skipped Option			
	<b>TL-TARG-6036</b>				
	ARC DESK,60"WX36"D,RECESSED FULL MODESTY,W/GROM,1"TOP	OFFICE 153	1	\$620.80	\$620.80
	<b>TL-TARG-6036</b>				
	ARC DESK,60"WX36"D,RECESSED FULL MODESTY,W/GROM,1"TOP	OFFICE 153	1	\$620.80	\$620.80
	<b>TL-TS0G-7230</b>				
	STRAIGHT DESK, FULL MODESTY & GROMMETS, 72W X 30D	OFFICE 153	2	\$453.60	\$907.20
	...	Skipped Option			
	...	Skipped Option			
	...	Skipped Option			
	<b>TL-TS0Z-4830</b>				
	STRAIGHT DESK, W/ PARTIAL MOD.& GROMMET, 48W X 30D	OFFICE 153	1	\$374.40	\$374.40


Part Number		Qty	Sell	Ext Sell
...	Skipped Option			
...	Skipped Option			
...	Skipped Option			
...	Skipped Option			
<b>TL-TS0Z-4830</b>				
	STRAIGHT DESK, W/ PARTIAL MOD.& GROMMET, 48W X 30D	OFFICE 153	1	\$374.40 \$374.40
...	Skipped Option			
...	Skipped Option			
...	Skipped Option			
...	Skipped Option			
<b>TL-TS0Z-6030</b>				
	STRAIGHT DESK, W/ PARTIAL MOD.& GROMMETS, 60W X 30D	OFFICE 153	1	\$420.00 \$420.00
...	Skipped Option			
...	Skipped Option			
...	Skipped Option			
...	Skipped Option			
<b>TL-TSRG-6030</b>				
	STRAIGHT DESK, RECESSED FULL MODESTY & GROMMETS, 60W X 30D	OFFICE 153	1	\$427.20 \$427.20
...	Skipped Option			
...	Skipped Option			

Part Number			Qty	Sell	Ext Sell
...	Skipped Option				
...	Skipped Option				
	<b>TL-TSRG-6030</b> STRAIGHT DESK, RECESSED FULL MODESTY & GROMMETS, 60W X 30D	OFFICE 153	1	\$427.20	\$427.20
...	Skipped Option				
...	Skipped Option				
...	Skipped Option				
...	Skipped Option				
	<b>TL-TSRG-6030</b> STRAIGHT DESK, RECESSED FULL MODESTY & GROMMETS, 60W X 30D	OFFICE 153	1	\$427.20	\$427.20
...	Skipped Option				
...	Skipped Option				
...	Skipped Option				
...	Skipped Option				
	<b>V-ATW0-2442-1</b> TACKBOARD,WALL MTD,24"HX42"W GRADE 1 FABRIC	OFFICE 153	2	\$117.60	\$235.20
...	Skipped Option				
	<b>V-ATW0-2442-1</b> TACKBOARD,WALL MTD,24"HX42"W GRADE 1 FABRIC	OFFICE 153	1	\$117.60	\$117.60
...	Skipped Option				

Part Number			Qty	Sell	Ext Sell
	<b>V-ATW0-2442-1</b>				
	TACKBOARD,WALL MTD,24"HX42"W GRADE 1 FABRIC	OFFICE 153	1	\$117.60	\$117.60
...	Skipped Option				
	<b>V-ATW0-2442-1</b>				
	TACKBOARD,WALL MTD,24"HX42"W GRADE 1 FABRIC	OFFICE 153	1	\$117.60	\$117.60
...	Skipped Option				
	<b>V-ATW0-2460-1</b>				
	TACKBOARD,WALL MTD,24"HX60"W GRADE 1 FABRIC	OFFICE 153	1	\$135.20	\$135.20
...	Skipped Option				
	<b>V-ATW0-2460-1</b>				
	TACKBOARD,WALL MTD,24"HX60"W GRADE 1 FABRIC	OFFICE 153	1	\$135.20	\$135.20
...	Skipped Option				

**Area Sub-Total \$28,420.40**

## OPEN AREA

	<b>6621</b>				
	DUET, Armless, Wall Saver, Plastic Seat & Back, Std Sled Base, Chrome Frame, Std Non-Marking Glides, Stacks 12 High on Floor, 40 High on Dolly, GLOBAL SEATING USA	OPEN AREA	8	\$130.50	\$1,044.00
~DPLS	Plastic Back / Seat Selections				
SHW	1-Shadow SHW				
CH	F-Chrome Frame CHM				
CG	M-(STD) Clear Glides				



Part Number		Qty	Sell	Ext Sell
SFA	M-(STD) Fully Assembled			
~STD	Non-GSA (Commercial Furniture Offering)			

**Area Sub-Total \$1,044.00**

## OPEN AREA 155

### L-CCAB-P-16

CANTILEVER ARM,16"DEEP,BLACK,INTERMEDIATE,FOR  
STANDARD PANEL

OPEN AREA 155 8 \$25.20 \$201.60

### L-ECK6

COMMUNICATION KIT TYPE 6:RJ45/45

OPEN AREA 155 8 \$64.00 \$512.00

### L-EH84-55

CONNECTOR HARNESS,8 WIRE,4 CIRCUIT,55L

OPEN AREA 155 3 \$94.00 \$282.00

### L-EM84-D

POWER MODULE,8 WIRE 4 CIRCUIT,DOUBLE SIDED,1/2/3/4

OPEN AREA 155 4 \$141.60 \$566.40

### L-EP-P-120-3W

STANDARD PANEL MOUNTED POWER POLE,120H, 3-WAY

OPEN AREA 155 1 \$196.80 \$196.80

... Skipped Option

### L-ES84-168-0






STARTER HARNESS,NO MODULE,OPEN WIRE,168"L,8W,4C

OPEN AREA 155 1 \$165.60 \$165.60

### L-HC2W-180-A

PANEL CONNECTION,FOR 2 WAY STRAIGHT,TYPE A,SAME  
HEIGHT

OPEN AREA 155 4 \$8.80 \$35.20

Part Number			Qty	Sell	Ext Sell
<b>L-HC3W-A</b>					
PANEL CONNECTION, FOR 3 WAY T CONNECTION, TYPE A, SAME HEIGHT		OPEN AREA 155	2	\$35.60	\$71.20
<b>L-HC4W-A</b>					
PANEL CONNECTION, FOR 4 WAY, TYPE A, SAME HEIGHT		OPEN AREA 155	3	\$57.20	\$171.60
<b>L-HCB-P-L</b>					
	CORNER BRACKET SUPPORT, LEFT HAND, FOR STANDARD PANEL	OPEN AREA 155	16	\$3.20	\$51.20
<b>L-HCB-P-R</b>					
	CORNER BRACKET SUPPORT, RIGHT HAND, FOR STANDARD PANEL	OPEN AREA 155	16	\$3.20	\$51.20
<b>L-HETF-42</b>					
	END TRIM, FULL, 42"H, STANDARD	OPEN AREA 155	10	\$26.80	\$268.00
... Skipped Option					
<b>L-HFTR-42</b>					
	"T" PANEL FILLER, 42"H	OPEN AREA 155	2	\$82.00	\$164.00
... Skipped Option					
<b>L-HUFC-02</b>					
	UNIVERSAL FILLER TOP CAP, 2"W X 2"D	OPEN AREA 155	5	\$3.60	\$18.00
... Skipped Option					

Part Number			Qty	Sell	Ext Sell
	<b>L-PPL0-4224-N</b>				
	STANDARD PANEL,LAMINATE,42"HX24"W,NON-POWER CAPABLE	OPEN AREA 155	10	\$231.20	\$2,312.00
	...	Skipped Option			
	...	Skipped Option			
	<b>L-PPL0-4230-E</b>				
	STANDARD PANEL,LAMINATE,42"HX30"W,POWER CAPABLE	OPEN AREA 155	4	\$270.40	\$1,081.60
	...	Skipped Option			
	...	Skipped Option			
	<b>L-PPL0-4230-N</b>				
	STANDARD PANEL,LAMINATE,42"HX30"W,NON-POWER CAPABLE	OPEN AREA 155	4	\$251.60	\$1,006.40
	...	Skipped Option			
	...	Skipped Option			
	<b>L-WS0G-6024</b>				
	STRAIGHT SURFACE,60"WX24"D,WITH GROMMET	OPEN AREA 155	8	\$204.40	\$1,635.20
	...	Skipped Option			
	...	Skipped Option			
	...	Skipped Option			
Area Sub-Total				\$8,790.00	

Part Number	Qty	Sell	Ext Sell
Sales Tax Exempt		\$0.00	\$0.00
Local Delivery & Installation (Non-Union)		\$8,115.00	\$8,115.00
Freight		\$200.00	\$200.00
<b>Total:</b>			<b>\$53,299.40</b>

Approved By: \_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

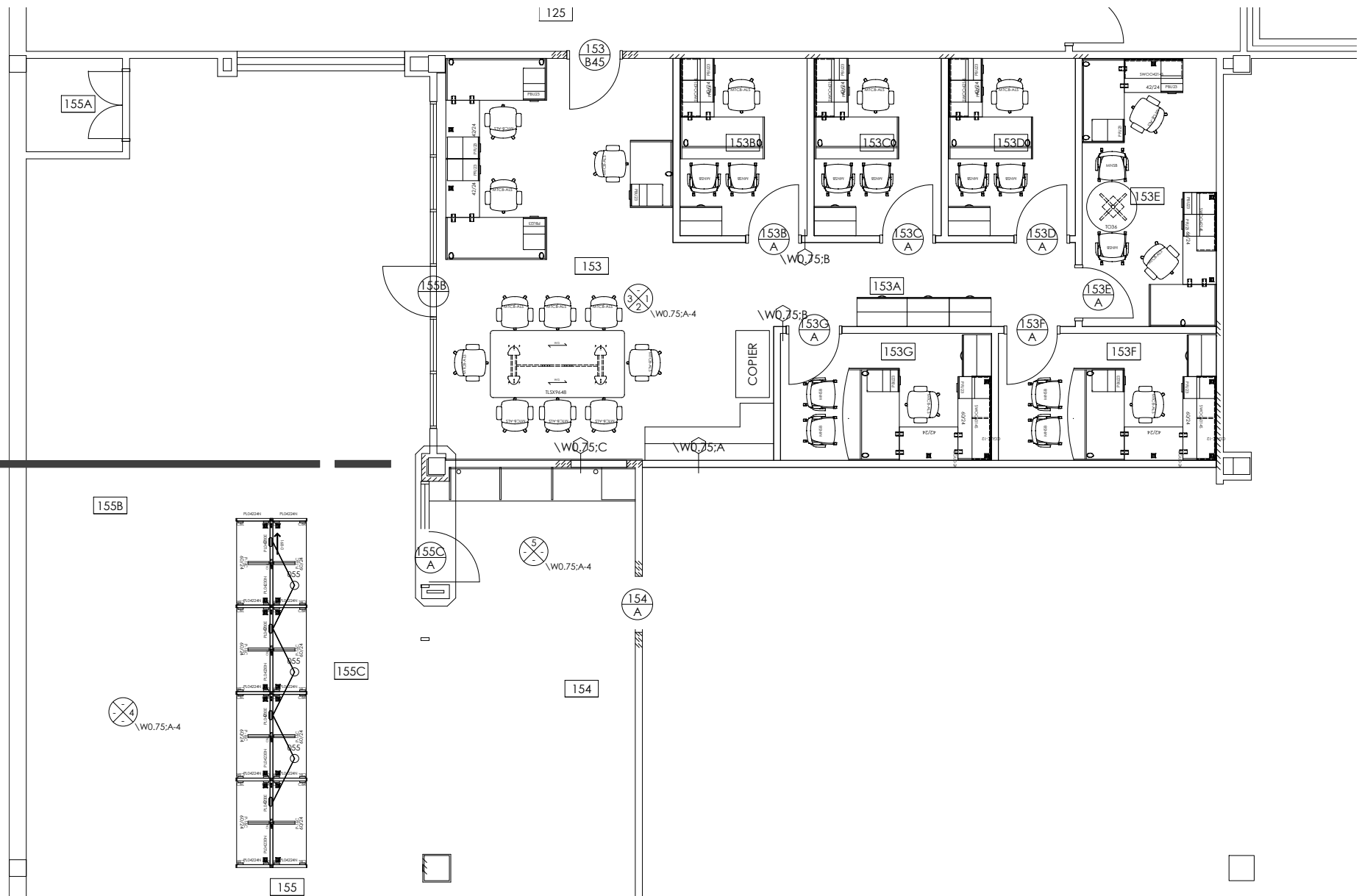
Date: \_\_\_\_\_

PO: \_\_\_\_\_

**A 50% Deposit is due to process order. Balance due NET 15. For all credit card payments there is a 4% Credit Card processing fee.**

## L.A.N. Office Furnishings – Terms and Conditions of Sale

1. Prices are valid for 30 days unless otherwise specified. All orders are subject to approval by our credit department.
2. **A deposit of 50% is required prior to order entry.**
3. Terms of sale are NET15 days from date of invoice. Invoices will be tendered upon receipt of items at our warehouse. A service charge of 1.5% per month (18% annual percentage rate) will be added to all unpaid balances beyond 30 days from the invoice date. Customer shall not withhold payment in excess of the selling price of the specific merchandise that has not been delivered or is subject to repair and/or replacement.
4. There are no express or implied warranties. All sales are final. All requests for changes in quantity or specification shall be in writing and subject to the approval of the manufacturer and/or L.A.N. Office Furnishings. Any resulting charges imposed by the manufacturer will be paid by the customer.
5. L.A.N. Office Furnishings will provide up to 30 days free storage. After 30 days, a 1% of sell price charge will be charged and is payable by the customer. The Customer has the right to withhold 5% of the invoice amount against completion of delivery.
6. On direct shipments not including installation, the Customer will receive and install. It is the customer's responsibility to inspect the merchandise and file freight claims. L.A.N. Office Furnishings cannot be held responsible for the cost of repairs and/or replacement of damaged goods. The Customer shall inspect and conditionally accept furnishings delivered. Any exceptions shall be reported in writing immediately.
7. Delivery and installation will be performed during normal working hours. Additional labor costs resulting from overtime work performed at the Customer's request will be paid by the Customer. Unless otherwise specified, installation prices are based on non-union labor. The job site must be free and clear of debris and other trades prior to installation. The Customer is responsible for providing at least one elevator. Installation pertains to merchandise on this order and does not include moving or handling of existing furnishings, equipment, etc. Delivery and installation hindrances will result in extra charges. All furnishings will be left clean and in working order. The Customer is responsible for the security of all delivered products.
8. L.A.N. Office Furnishings is not responsible for cost incurred as a result of matters outside of its control, such as: force majeure, strikes, lockout, work stoppage, acts of God, or any other delays. L.A.N. Office Furnishings does not assume any responsibility for consequential damages or loss of anticipatory profits resulting from the use of the merchandise, delay in its delivery or installation, or for misuse or abuse by the Customer.
9. L.A.N. Office Furnishings Terms and Conditions of Sale supersede any terms and conditions appearing on the Customer's purchase order, any other documents, all verbal communications and/or understandings related thereto, and are valid for all future orders unless otherwise agreed by both parties. Manufacturers / L.A.N. Office Furnishings do not allow for exchange nor refunds on product on product is ordered. |

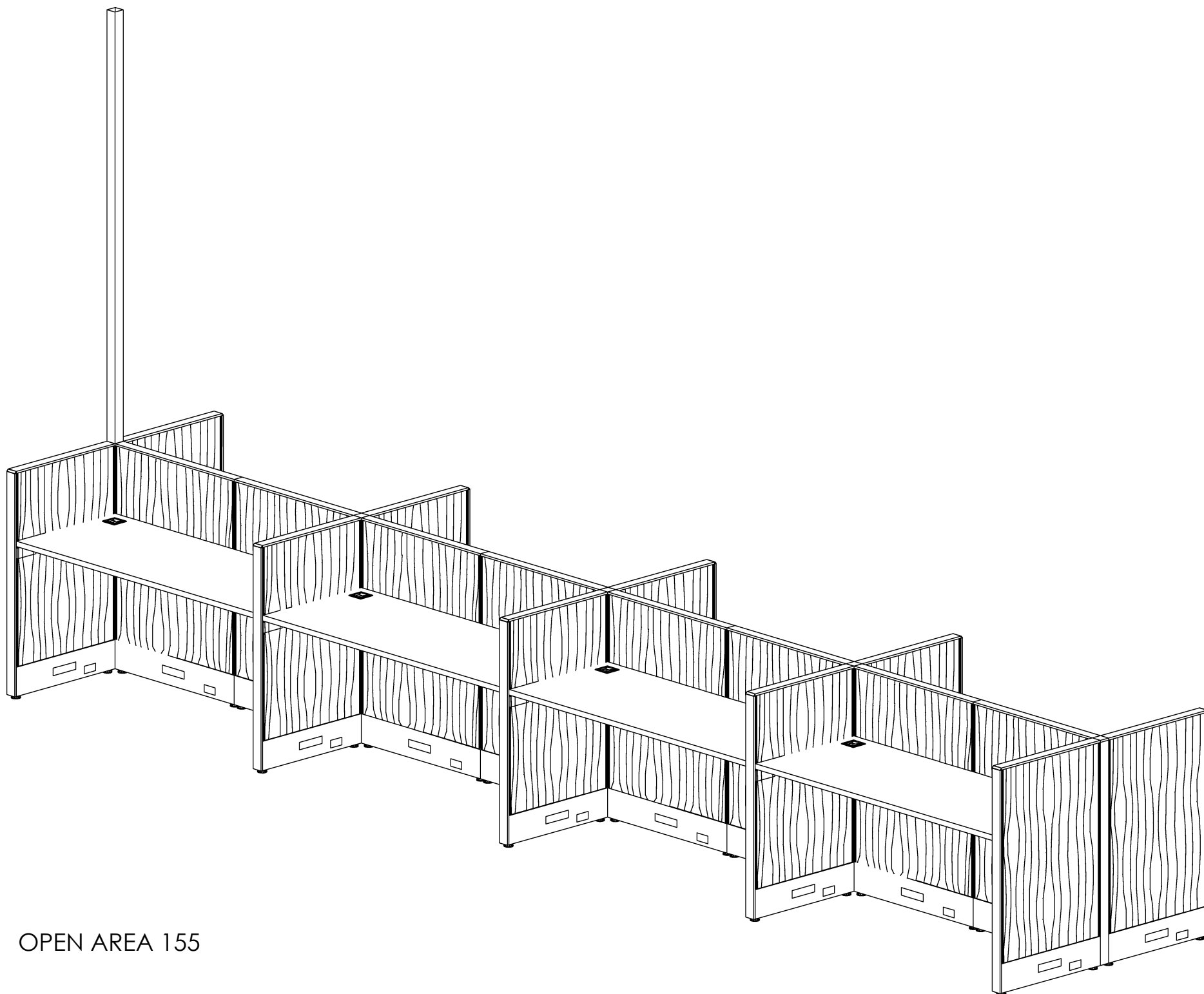


OFFICES - METRO 1" THICK TOPS / SWITCH STORAGE  
8 PACK WORKSTATIONS - SWITCH LAMINATE PANELS 42H / 4 RECEPTACLES & 2 RJ45 PER STATION

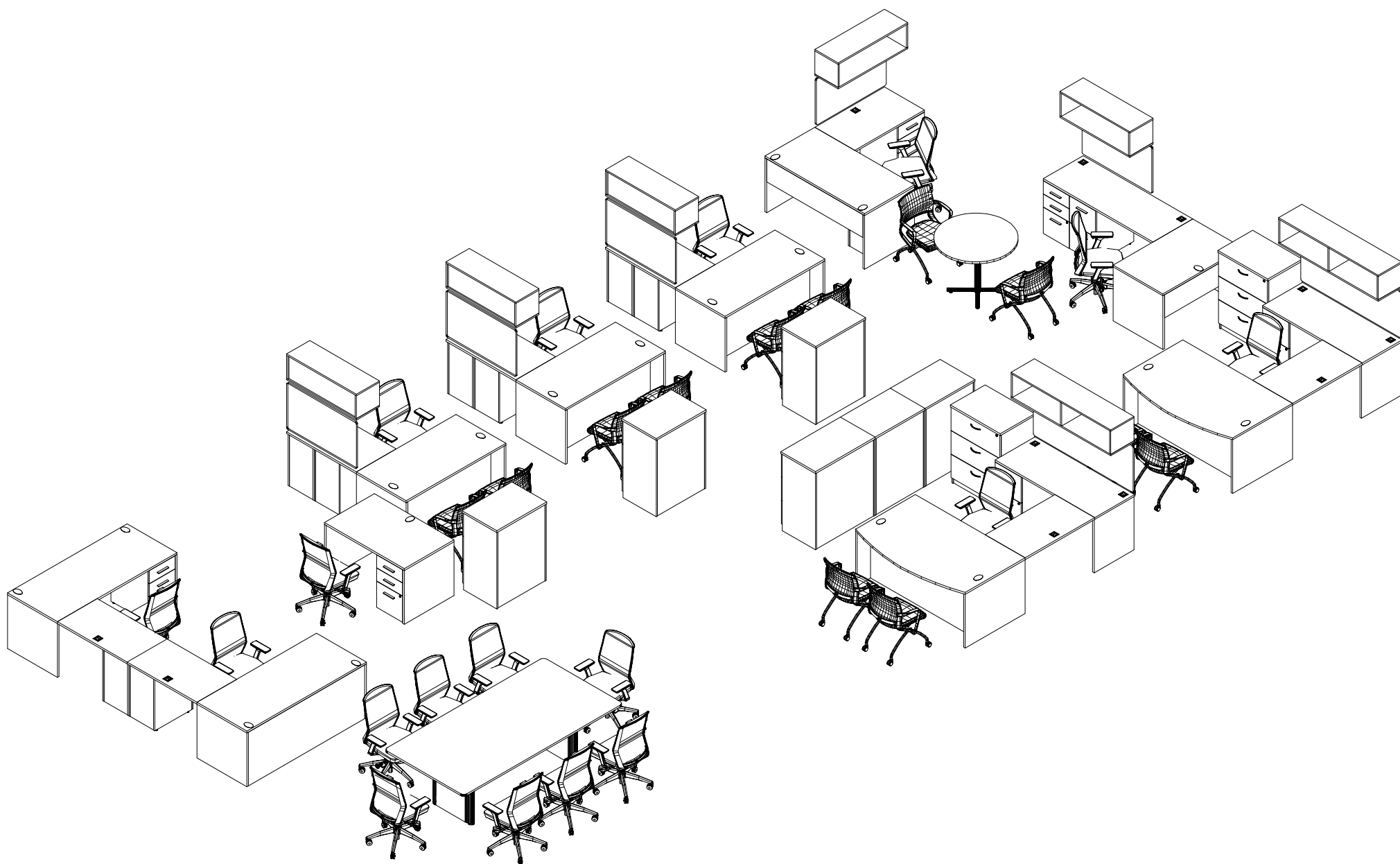
**tayco®**

Quote No. 656892-1  
Project / Customer: Kane County Clerk's Office  
Dealer: LAN OFFICE FURNISHINGS

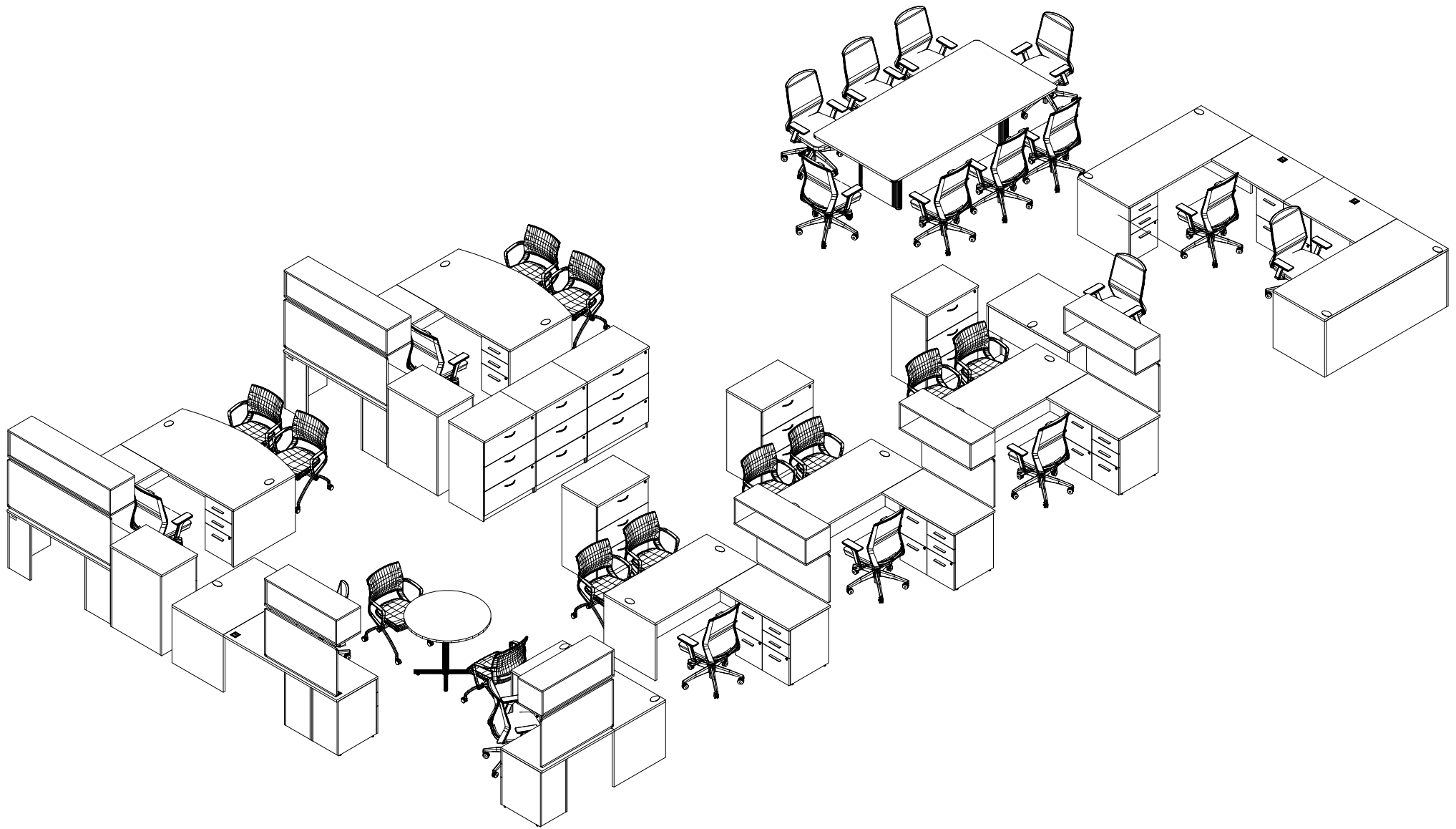
Drawn By: aus  
Date: may 27/2025

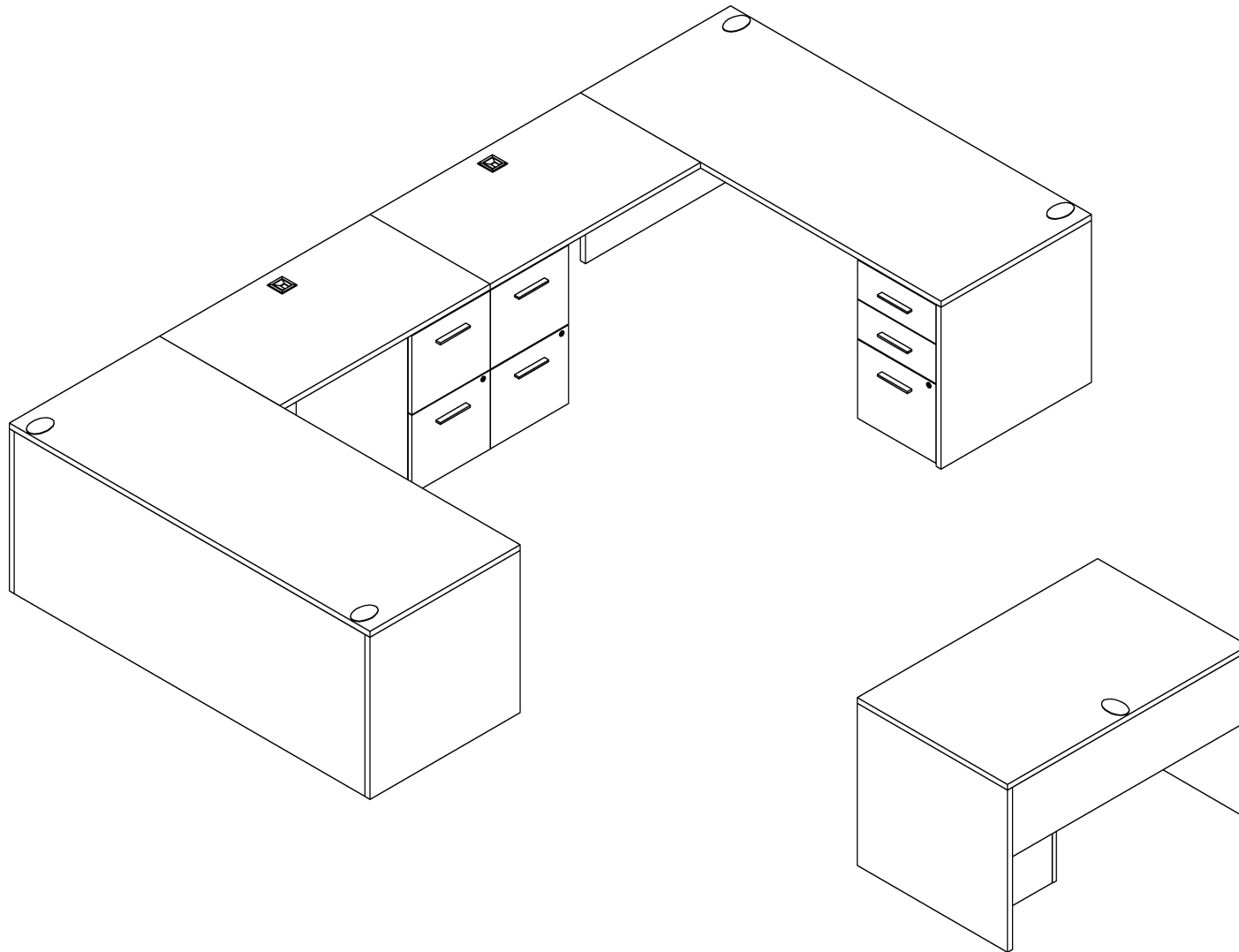


OPEN AREA 155

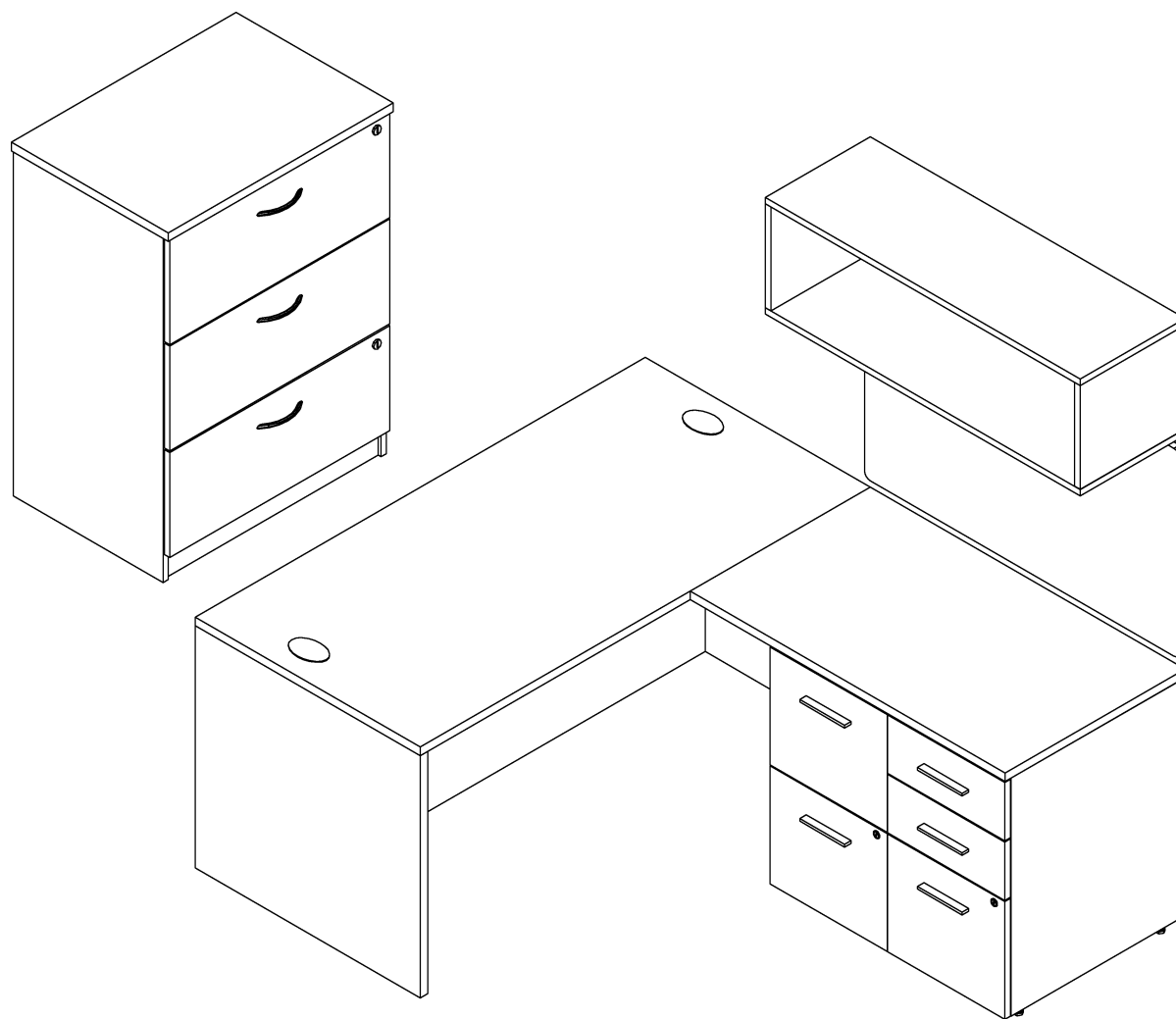




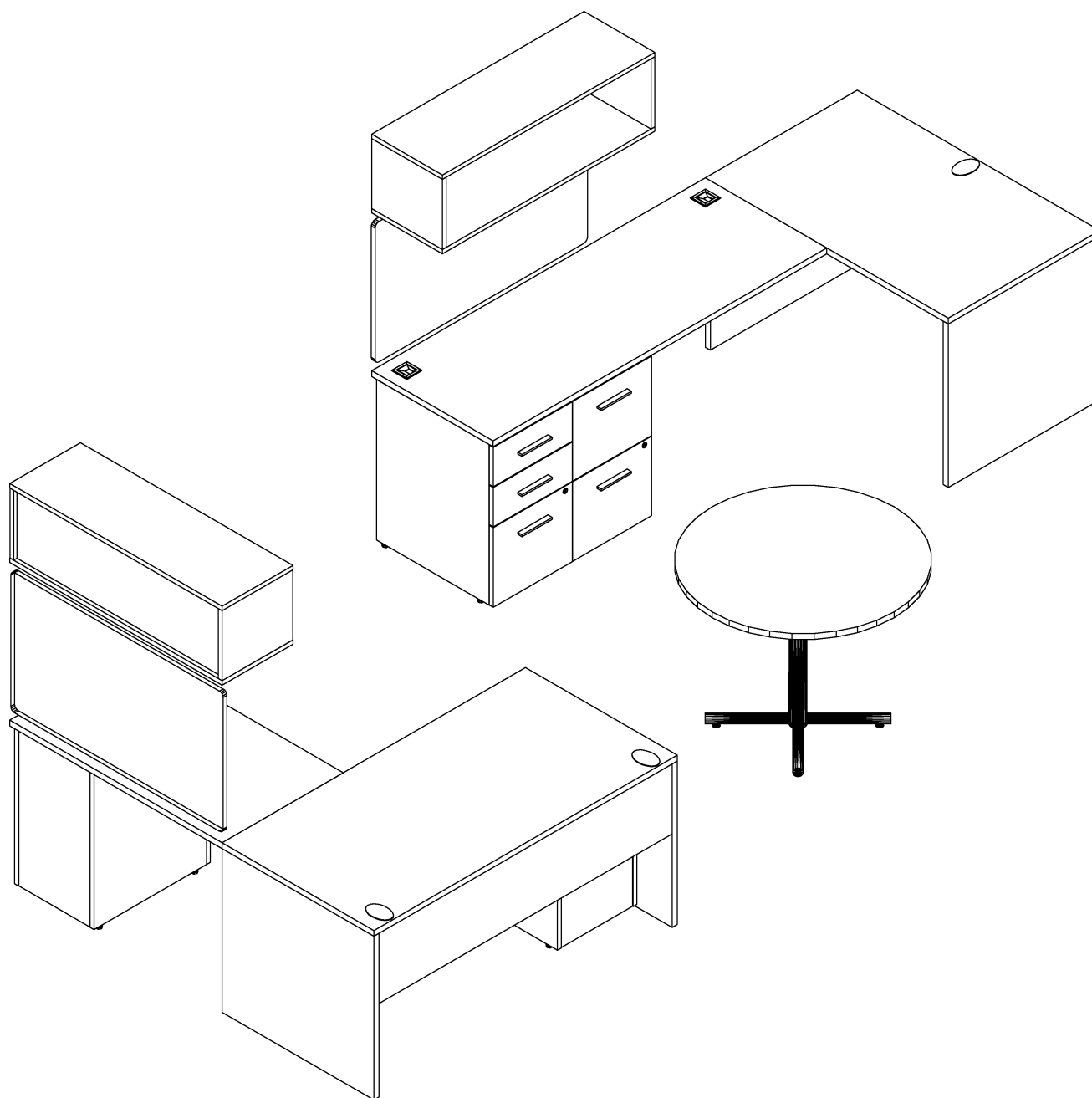




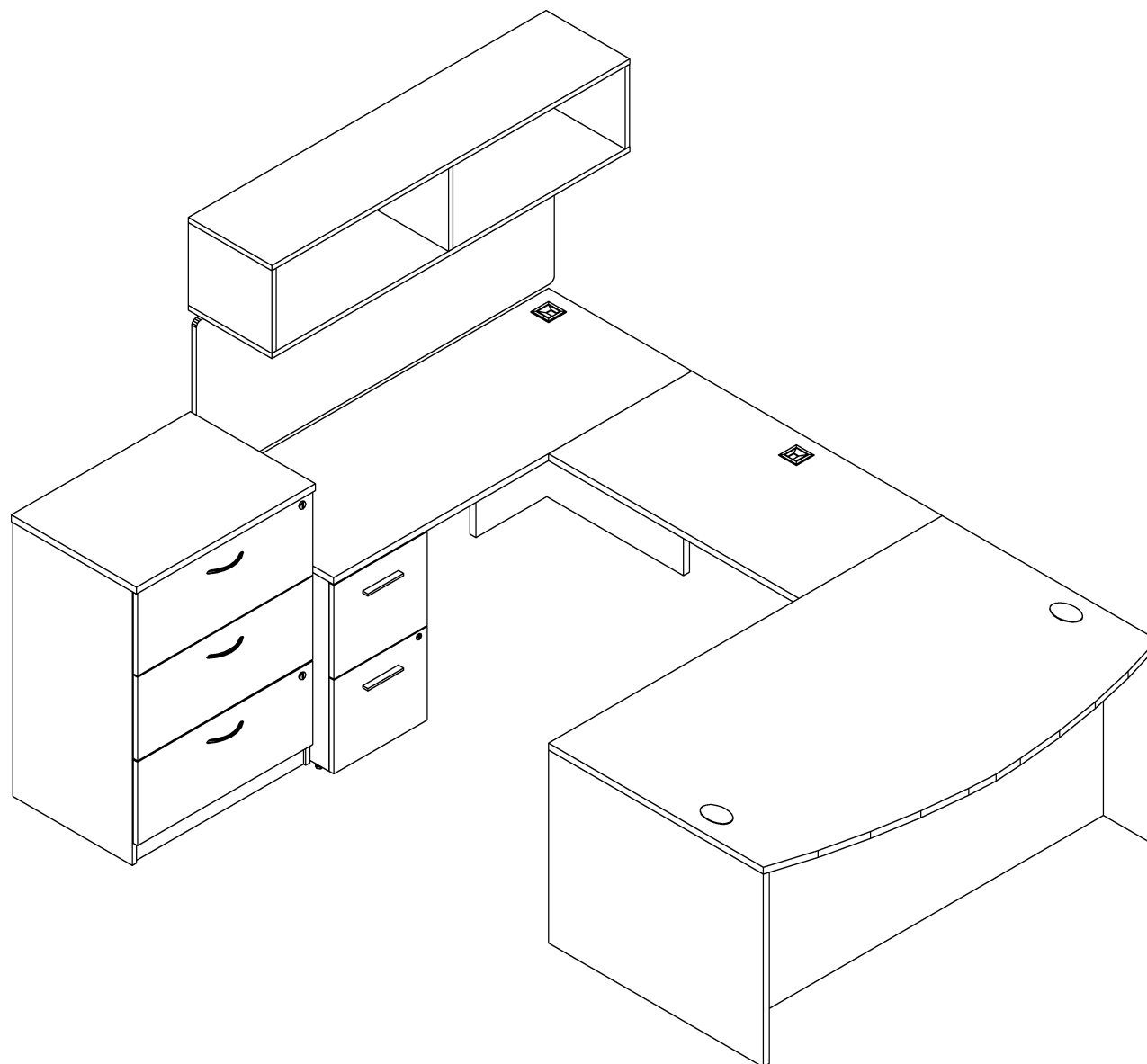
OFFICE 153 - TWO PERSON & INTERN



OFFICE 153 B-D



OFFICE 153 E



OFFICE 153 F-G

## TIPS VENDOR AGREEMENT

### TIPS RFP 240301 Furniture, Furnishings, and Services

The following Vendor Agreement (“Agreement”) creates a legal agreement between The Interlocal Purchasing System (“TIPS”), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

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(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, “Vendor”) (individually, “Party”, and collectively the “Parties”) and this agreement shall exclusively govern the contractual relationship (“Agreement”) between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer’s jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS (“TIPS Members”) may elect to “piggyback” off of TIPS’ procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.
2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
3. **Definitions.**
  - a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
  - b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.
4. **Entire Agreement.** This Agreement resulted from TIPS posting a “TIPS Solicitation” (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
5. **Vendor’s Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor’s specific “Sale Terms” (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

- 6. Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.
- 7. Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
- 8. TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.
- 9. Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
- 10. Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com) with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com).
- 11. TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor.

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

- 12. Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

**Actual Effective Date:** Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

**Term Calculation Start Date:** To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

**Example of Term Calculation Start Date:** If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023, in this example.

**Contract Expiration Date:** To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

**Example of Contract Expiration Date:** If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023, and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

**Option(s) for Renewal:** Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable and continue for the duration specified for the renewal option herein.

**Example of Option(s) for Renewal:** In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

- 13. TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

- 14. Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN



WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

- 15. Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.
- 16. Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.
- 17. Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.
- 18. Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General

within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

**19. Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

**20. Circumvention of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

**21. State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

**22. Termination.**

- A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.
- B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
- C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
- D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This

termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

- E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

- 23. Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.
- 24. Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.
- 25. Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.
- 26. Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
- 27. Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.
- 28. Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.
- 29. Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.
- 30. Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses,

remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

- 31. Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability: \$1,000,000 each Occurrence/Aggregate  
Automobile Liability: \$300,000 Includes owned, hired & non-owned  
Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.  
Umbrella Liability: \$1,000,000 each Occurrence/Aggregate

- 32. Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.
- 33. Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.
- 34. Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.
- 35. Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.
- 36. Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.
- 37. Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.
- 38. Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

- 39. Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.
- 40. Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.
- 41. Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 42. Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.
- 43. Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

**Cleanup:** When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered Sex Offender Restrictions:** For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Safety Measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

**Smoking:** Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

- 44. Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.
- 45. Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to [tips@tips-usa.com](mailto:tips@tips-usa.com). For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at [marketing@tips-usa.com](mailto:marketing@tips-usa.com), before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

- 46. Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.
- 47. Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.
- 48. Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.
- 49. Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.
- 50. Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.
- 51. Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

**TIPS VENDOR AGREEMENT SIGNATURE FORM TIPS RFP**

**240301 Furniture, Furnishings, and Services**

Tayco Office Furnishings Inc.

Vendor Name: \_\_\_\_\_

400 Norris Glen Rd.

Vendor Address: \_\_\_\_\_

Toronto

ON

M9C 1H5

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Theresa Lynch

Vendor Authorized Signatory Name: \_\_\_\_\_

Director of Customer Experience

Vendor Authorized Signatory Title: \_\_\_\_\_

416-253-2526

Vendor Authorized Signatory Phone: \_\_\_\_\_

TheresaLynch@tayco.com

Vendor Authorized Signatory Email: \_\_\_\_\_

DocuSigned by:

Vendor Authorized Signature:  \_\_\_\_\_ Date: 3/25/2024

*(The following is for TIPS completion only)*

TIPS Authorized Signatory Name: David Wayne Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature:  \_\_\_\_\_ Date: 8/15/2024





240301

Tayco

Tayco Panelink Ltd

Supplier Response

### Event Information

Number: 240301

Title: Furniture, Furnishings, and Services

Type: Request for Proposal

Issue Date: 3/7/2024

Deadline: 4/19/2024 03:00 PM (CT)

Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

**IF YOU CURRENTLY HOLD ANY TIPS CONTRACT IN THE "FURNITURE, FURNISHINGS, AND SERVICES" CATEGORY, AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION.**

**IF YOU HOLD AN EXISTING TIPS "FURNITURE, FURNISHINGS, AND SERVICES" CONTRACT AND YOU CHOOSE TO**



**RESPOND HEREIN, YOUR EXISTING TIPS "FURNITURE, FURNISHINGS, AND SERVICES" CONTRACT WILL BE TERMINATED AND REPLACED BY THIS CONTRACT.**

**ALSO IF YOU HOLD ANY OTHER TIPS CONTRACT OUTSIDE OF THE "FURNITURE, FURNISHINGS, AND SERVICES" CATEGORY WHICH COVERS ALL OF YOUR FURNITURE OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.**

## **Contact Information**

Address: Region 8 Education Service Center  
4845 US Highway 271 North  
Pittsburg, TX 75686  
Phone: +1 (866) 839-8477  
Email: bids@tips-usa.com

## Tayco Information

Contact: Jayson Philips  
Address: 400 Norris Glen Rd  
Etobicoke, ON M9C1H5  
Canada  
Phone: (416) 252-8000  
Email: jphilips@tayco.com  
Web Address: www.tayco.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Theresa Lynch

*Signature*

*Submitted at 4/16/2024 01:54:35 PM (CT)*

theresalynch@tayco.com

*Email*

## Requested Attachments

### Vendor Agreement

240301 Vendor Agreement.pdf

The Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

### Vendor Agreement Signature Form

240301\_Tayco\_Vendor\_Agreement\_Signature\_Form.pdf

The Vendor Agreement Signature Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

### Pricing Form 1

240301\_Tayco\_Pricing Form 1.xlsx

Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

### Pricing Form 2

240301\_Tayco\_Pricing Form 2.xlsx

Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

### Reference Form

240301\_Tayco\_Reference Form\_April 1 2024.xlsx

The Reference Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

### Required Confidentiality Claim Form

240301\_Tayco\_Required\_Confidentiality\_Claim\_Form.pdf

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

### Current Form W-9

Tayco\_W8-BEN-E.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

## Alternate or Supplemental Pricing Documents

Tayco\_February 2024\_Price List  
Binder.pdf

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

## Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

Tayco\_2-Shift-Warranty-and-  
Terms-and-Conditions\_0224-1.pdf

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

## Supplemental Vendor Information (Supplemental Vendor Information Only)

Tayco\_Brochure\_Binder.pdf

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

## Certificates & Licenses (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

## Vendor Logo (Supplemental Vendor Information Only)

Tayco\_Orange\_CMYK.tif

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

## Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

## Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

## Response Attachments

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### Tayco\_Sustainability\_Binder.pdf

Tayco Sustainability Information

### US Dealer List\_Tayco\_March 2024.xlsx

Tayco Dealer Listing

## Bid Attributes

### 1 Disadvantaged/Minority/Women Business & Federal HUBZone

Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

NO

### 2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

### 3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

Yes - All 50 States

### 4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

n/a

### 5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Since 1976 Tayco has been a modern office furniture manufacturer. Based in Toronto, we supply North America with our high quality workplace furnishings. Tayco's product offering and services have evolved with the changing demands of the marketplace. We listen to our customers and take enormous pride in integrating their feedback in designs and solutions that work with modern corporate budgets. Tayco's commitment to innovation and modern office furniture design has yielded a comprehensive portfolio of office systems, desks, storage, tables and seating. Our team is driven by a desire to consistently exceed client expectations.

### 6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Theresa Lynch

### 7 Primary Contact Title

Primary Contact Title

Director of Customer Experience

8	<b>Primary Contact Email</b> Please enter a valid email address that will definitely reach the Primary Contact. <input type="text" value="TheresaLynch@tayco.com"/>
9	<b>Primary Contact Phone</b> Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).  Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly. <input type="text" value="4162532526"/>
10	<b>Primary Contact Fax</b> Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="No response"/>
11	<b>Primary Contact Mobile</b> Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="9054830793"/>
12	<b>Secondary Contact Name</b> Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract. <input type="text" value="Naoko Staios"/>
13	<b>Secondary Contact Title</b> Secondary Contact Title <input type="text" value="Senior Manager, Customer Experience and Commercial Space Design"/>
14	<b>Secondary Contact Email</b> Please enter a valid email address that will definitely reach the Secondary Contact. <input type="text" value="naoko@tayco.com"/>
15	<b>Secondary Contact Phone</b> Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).  Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly. <input type="text" value="4162532528"/>
16	<b>Secondary Contact Fax</b> Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="No response"/>

<b>1 7</b>	<b>Secondary Contact Mobile</b> Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input style="width: 100%;" type="text" value="4162532528"/>
<b>1 8</b>	<b>Administration Fee Contact Name</b> Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract. <input style="width: 100%;" type="text" value="Nataliya Kochergina"/>
<b>1 9</b>	<b>Administration Fee Contact Email</b> Please enter a valid email address that will definitely reach the Administration Fee Contact. <input style="width: 100%;" type="text" value="nataliya@tayco.com"/>
<b>2 0</b>	<b>Administration Fee Contact Phone</b> Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input style="width: 100%;" type="text" value="4162532523"/>
<b>2 1</b>	<b>Purchase Order and Sales Contact Name</b> Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract. <input style="width: 100%;" type="text" value="Tharshan Rajendiram"/>
<b>2 2</b>	<b>Purchase Order and Sales Contact Email</b> Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact. <input style="width: 100%;" type="text" value="trajendiram@tayco.com"/>
<b>2 3</b>	<b>Purchase Order and Sales Contact Phone</b> Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input style="width: 100%;" type="text" value="4162532514"/>
<b>2 4</b>	<b>Company Website</b> Company Website (Format - www.company.com) <input style="width: 100%;" type="text" value="https://www.tayco.com/"/>
<b>2 5</b>	<b>Entity D/B/A's and Assumed Names</b> You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.  In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award. <input style="width: 100%;" type="text" value="No response"/>
<b>2 6</b>	<b>Primary Address</b> Primary Address <input style="width: 100%;" type="text" value="400 Norris Glen Rd."/>

<b>27</b>	<b>Primary Address City</b> Primary Address City <input style="width: 90%;" type="text" value="Toronto"/>
<b>28</b>	<b>Primary Address State</b> Primary Address State (2 Digit Abbreviation) <input style="width: 90%;" type="text" value="ON"/>
<b>29</b>	<b>Primary Address Zip</b> Primary Address Zip <input style="width: 90%;" type="text" value="M9C 1H5"/>
<b>30</b>	<b>Search Words Identifying Vendor</b> Please list all search words and phrases to be included in the TIPS database related to your entity. <b><i>Do not</i></b> list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.  <div style="border: 1px solid black; padding: 5px; min-height: 60px;">             office systems, desks, storage, tables, seating, Switch, Cosmo, benching, Scene, Halifax, Kubo, Metro, private office, casegoods, J1, M1, monitor arms, keyboard trays, reception desks, Karibu, Aloha, Maeva, Volley, height adjustable tables, Kip, Koko, One Touch, Norris, Metro, boardroom, Hanna, Shield, Panel Shield, Scene Shield, Frameless Blade, Visitor Shield, Splits Shield, Transaction Shield, Gallery Shield, Caddy Shield, Sanitization Station.           </div>
<b>31</b>	<b>Certification of Vendor Residency (Required by the State of Texas)</b> Does Vendor's parent company or majority owner:  (A) have its principal place of business in Texas; <b>or</b> (B) employ at least 500 persons in Texas?  Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.  <input style="width: 100px;" type="text" value="No"/>
<b>32</b>	<b>Vendor's Principal Place of Business (City)</b> In what city is Vendor's principal place of business located? <input style="width: 90%;" type="text" value="Toronto"/>
<b>33</b>	<b>Vendor's Principal Place of Business (State)</b> In what state is Vendor's principal place of business located? <input style="width: 90%;" type="text" value="ON"/>
<b>34</b>	<b>Vendor's Years in Business</b> How many years has the business submitting this proposal been operating in its current capacity and field of work? <div style="border: 1px solid black; display: inline-block; width: 100px; text-align: center;">48</div>

3  
5**Certification Regarding Entire TIPS Agreement**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes, Vendor agrees

3  
6**Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

**Please read thoroughly and carefully as an error on your response can render your contract award unusable.**

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

***What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.***

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

**Example:** In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is \$100 and for "Tablet Set-Up Service" is \$100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$90, "Tablet Set-Up Service" - \$90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for \$200 and have increased the price of "Tablet A" to \$110 and the price of "Tablet Set-Up Service" to \$110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$99, "Tablet Set-Up Service" - \$99, and "Tablet B" - \$180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

***What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?***

60%



**37 Honoring Vendor's Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes, Vendor agrees

**38 Volume and Additional Discounts**

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

No

**39 "Catalog Pricing" and Pricing Requirements**

**This is a requirement of the TIPS Contract and is non-negotiable.**

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for review by TIPS or a customer during the purchase process;
- C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

YES

4  
0**EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

Yes, Vendor agrees

4  
1**TIPS Sales Reporting Requirements**

**This is a requirement of the TIPS Contract and is non-negotiable.**

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

4  
2**TIPS Administration Fee Requirement and Acknowledgment**

**This is a requirement of the TIPS Contract and is non-negotiable.**

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

**4 TIPS Member Access to Vendor Proposal & Documentation**

**3 This is a requirement of the TIPS Contract and is non-negotiable.**

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

**4 Non-Collusive Bidding Certificate**

**4 This is a requirement of the TIPS Contract and is non-negotiable.**

By submission of this proposal, the Vendor certifies that:

- 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;
- 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and
- 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

**4 Antitrust Certification Statements (Tex. Government Code § 2155.005)**

**5 This is a requirement of the TIPS Contract and is non-negotiable.**

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;
- (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;
- (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**4 Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272**

**6 This is a requirement of the TIPS Contract and is non-negotiable.**

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

4  
7**Required Confidentiality Claim Form****This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

4  
8**Non-Discrimination Statement and Certification****This is a requirement of the TIPS Contract and is non-negotiable.**

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

☒ Yes, I certify4  
9**Limitation of Vendor Indemnification and Similar Clauses****This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

☒ Yes, I Agree

50

**Alternative Dispute Resolution Limitations****This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

51

**No Waiver of TIPS Immunity****This is a requirement of the TIPS Contract and is non-negotiable.**

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☒ Yes, Vendor agrees

52

**Payment Terms and Funding Out Clause****This is a requirement of the TIPS Contract and is non-negotiable.**

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☒ Yes, Vendor agrees

53

**Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)**

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

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**Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Yes, Vendor certifies

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**Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)**

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes, Vendor certifies

5  
6**Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association."

"Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association."

When applicable, does Vendor certify?

Yes, Vendor certifies

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7**Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)**

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes, Vendor certifies

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8

**Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes, Vendor certifies

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**Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Subsection (c) states, "This section does not apply to a publicly held corporation."

Vendor certifies one of the following:

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;
- B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;
- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.



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**Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)
2. The Felon(s) title/role in Vendor's entity, and
3. Details of Felon(s) Conviction(s).

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**Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

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**Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

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**Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

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**Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing with all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

6  
5**Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

n/a

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6**Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion****Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

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7**Suspension or Debarment Certification**

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes, Vendor certifies

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8**Vendor Certification of Criminal History - Texas Education Code Chapter 22**

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

**DEFINITIONS**

**Covered employees:** Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

**Disqualifying criminal history:** Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

**Vendor certifies:**

**NONE (Section A):** None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

**OR**

**SOME (Section B):** Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Yes, I certify - NONE (Section A)

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### **Certification Regarding "Choice of Law" Terms with TIPS Members**

Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

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### **Certification Regarding "Venue" Terms with TIPS Members**

Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

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### **Certification Regarding "Automatic Renewal" Terms with TIPS Members**

Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

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2**Certification Regarding "Indemnity" Terms with TIPS Members**

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

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3**Certification Regarding "Arbitration" Terms with TIPS Members**

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may **not** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

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4**2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION**

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"), Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

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5**2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds**

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

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6**2 CFR Part 200 or Federal Provision - Contracts**

Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

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7**2 CFR Part 200 or Federal Provision - Termination**

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

**7 8 2 CFR Part 200 or Federal Provision - Clean Air Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

Yes, Vendor agrees

**7 9 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

Yes, Vendor agrees

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0**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**The undersigned certifies, to the best of his or her knowledge and belief, that:**

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes, Vendor certifies - NO Reportable Lobbying

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1**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

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2**2 CFR Part 200 or Federal Provision - Federal Rule**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes, Vendor certifies



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## 2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with these provisions?

Yes, Vendor certifies

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## 2 CFR Part 200 or Federal Provision - Rights to Inventions

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor certify?

Yes, Vendor certifies

**2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions**

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

Yes, Vendor certifies

**2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications**

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes, Vendor certifies

**8 7 2 CFR Part 200 or Federal Provision - Contract Cost & Price**

For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes, Vendor certifies

**8 8 2 CFR Part 200 or Federal Provision - Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

**8 9 2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance**

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies

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**2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards**

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes, Vendor certifies

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**2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records**

**If and when** Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

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**2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act**

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes, Vendor certifies

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3**2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy**

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.

Does Vendor certify?

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4**2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations**

For contracts resulting from this procurement, in excess of \$100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor certify?

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5**2 CFR Part 200 or Federal Provision - Record Retention Requirements**

For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

Does Vendor certify?

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6**2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.

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**2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

**Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.**

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

Does Vendor certify?

☒ Yes, Vendor certifies

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**ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY**

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 240301 Furniture, Furnishings, and Services	Tayco Office Furnishings Inc.
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### TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. All information must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be affiliates/partners/manufacturers/resellers, etc.

You must provide below at least three (3) references from three different entity customers, preferably government customers, that have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact Name	Valid Contact Email
Ohio Department of Transportation	Marie E. Cerda	<a href="mailto:Marie.Cerda@dot.ohio.gov">Marie.Cerda@dot.ohio.gov</a>
Ohio Department of Public Safety	Adam Borland	<a href="mailto:ajborland@dps.ohio.gov">ajborland@dps.ohio.gov</a>
	Chris Lee	<a href="mailto:cclee@dps.ohio.gov">cclee@dps.ohio.gov</a>
Adams Health Network	Patricia Martin	<a href="mailto:patricia.martin@adamshealthnetwork.org">patricia.martin@adamshealthnetwork.org</a>

240301

**TIPS CONTRACT****REQUIRED CONFIDENTIALITY CLAIM FORM***(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)*

Vendor Entity Name: Tayco Office Furnishings Inc.

Vendor Authorized Signatory Name: Theresa Lynch

Vendor Authorized Signatory Title: Director of Customer Experience

Vendor Authorized Signatory Email: TheresaLynch@tayco.com

Vendor Address: 400 Norris Glen Rd.

City: Toronto State: ON Zip Code: M9C 1H5

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute **Option 1 only** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

*(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)*

**OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS**

*(Confirm each bullet point and sign below)*

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

**OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS**

*(Confirm each bullet point and sign below)*

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: \_\_\_\_\_

DocuSigned by:

Theresa Lynch  
3570F238C48A445...



## **VENDOR SUPPLEMENTAL INFORMATION**

TIPS permits Vendors to submit supplemental documentation and information (“Vendor Supplemental Information”) with their proposals to display to TIPS Member Customers their qualifications, offerings, and special terms. The following documents are for marketing and informational purposes only. They are not terms of Vendor’s TIPS Contract. If the Vendor Supplemental Information herein contains any warranties, terms, or conditions, the TIPS Member Customer may review and determine whether or not those are applicable and acceptable for any TIPS purchase before proceeding. If the Vendor Supplemental Information contains any licenses or certificates, TIPS encourages the TIPS Member Customer to ensure current accuracy at the time of a TIPS purchase.

Tayco products included in our standard offerings are backed by a 2-shift warranty to the original purchaser for the use of two 8-hour shifts, 5-day per week.

Tayco's warranty, which runs from the date of manufacture, covers defects in materials and workmanship under normal use and care of the products for office use only. If product is defective and written notices of the defect is provided to Tayco within the applicable warranty period, Tayco (at its option) will either repair or replace the defective product with a comparable component or product.

## Limitations to the Warranty Include:

	CASEGOODS	SYSTEMS	SEATING
LIFETIME	• Metal legs, posts and metal gables	• Panel frames • Metal legs, posts and metal gables	
12 YEAR	• Laminates (HPL and LPL)	• Laminates (HPL and LPL) • Laminate panels	
10 YEAR	• Vinyl trim • Electrical components	• Vinyl trim • Electrical components	• Bases • Arms • Casters • Pneumatic cylinders - single shift for users of up to 300 lbs (40 hour week) • Seating mechanism - single shift for users of up to 300 lbs (40 hour week)
5 YEAR	• Moving parts which include slides, locks, glides and casters • Height Adjustable Table motors	• Fabrics/upholstery/ P.E.T. Acoustic Board • Height Adjustable Table motors	
4 YEAR	• Tempered glass	• Tempered glass	
3 YEAR		• Monitor arms • Keyboard trays and mechanisms	• Foam • Upholstery/mesh/seating fabrics • Arm pads
2 YEAR	• Height Adjustable Table handset and control	Height Adjustable Table handset and control	
1 YEAR	• Electrics and moving components that are not included in our pricebooks • Tasklights	• Electrics and moving components that are not included in our pricebooks • Acrylic	
SUPPLIER COVERAGE	• Acrylic warranty is passed on to the Customer from the supplier and may vary	• Acrylic warranty is passed on to the Customer from the supplier and may vary	
NOT COVERED	• Ballast and light bulbs	• Customer's own material	• Customer's own material

1) Tayco's 2-Shift Limited Lifetime Warranty must be interpreted and used with the following limitations and the accompanying terms and conditions document.

2) The Tayco Warranty has the following limitations and does not apply under the following conditions:

- Exclusions:
  - Any "normal wear and tear" such as dents, nicks, scratches, fading and improper maintenance.
  - Any discolouration due to exposure to sunlight or indoor lighting.
  - Any damage caused by improper treatment, use or storage of product including exposure to unusual environmental conditions (extreme climates, acids, and moisture).
  - Any damage caused by carrier in transit, damage caused by cross-docking or the movement of product from one site or location to another, any misuse and alteration to the product.
  - Any warranty or claim made regarding the matching of colours, grains or textures, the colour fastness or the matching colour of textiles and any deviations in dye lots of fabric.
  - Any warranty or claim of any Tayco products if the products are used for rental or third party purposes.
- Limitations:
  - A product will not be considered defective, and Tayco will not be obligated to replace it, if the product is not installed properly or is used in a "non-standard" fashion. It is at the sole discretion of Tayco to decide if a defect is due to improper product installation or reconfiguration.
  - Tayco shall not be liable under any circumstances for consequential, economic, or incidental damages of any nature, including without limitations, damages for personal injury or damages to property, and however occurred, whether alleged as resulting from breach of warranty or contract by Tayco or negligence of Tayco or otherwise.
- This warranty overrides all other warranties, express or implied, including, but not limited to, any implied warranties of merchantability of fitness for a particular purpose. The Customers exclusive remedy with respect to any and all losses or damage resulting from any causes whatsoever shall be repair or replacement as specified above.

## PRICES

Prices are subject to change without notice. Not included in the list prices are special packaging, freight, unloading, unpacking and installation. Possession of this price list does not constitute an offer to sell. Only orders received from authorized Tayco dealers will be processed.

## PAYMENT TERMS

Terms of payment are net 30 days from date of invoice, upon credit approval. All payments should be remitted to:  
400 Norris Glen Road, Toronto, Ontario, Canada M9C 1H5

## ORDER PLACEMENT AND CONFIRMATION

Tayco requires that all orders be in writing and accompanied by an Order Cover Sheet to avoid errors. When placing orders, please refer to products by their product code and Tayco quotation number, if applicable. Specify all applicable finishes and clearly indicate the total net value of the order on the Purchase Order. Also note the "ship to" address if it is different from the "bill to" address. All orders should be faxed or emailed to: (416) 252-4467, [purchaseorders@tayco.com](mailto:purchaseorders@tayco.com)

## ORDER ACKNOWLEDGEMENT

Upon receiving a Purchase Order, Tayco will email an Order Acknowledgement indicating the shipping schedule and a description of the goods ordered. It is the responsibility of the Purchaser to verify the Order Acknowledgement for accuracy.

## ORDER CHANGES

All changes to a Purchase Order must be made in writing and are subject to approval by Tayco. Please note: changes may affect the lead-time and may be subject to additional charges. No changes will be accepted after 20 days from the date of the receipt of the Purchase Order. Quick Ship orders can not be changed after the order is placed.

## ORDER CANCELLATION

All cancellations must be made in writing and are subject to approval by Tayco. Orders cancelled 20 business days after the receipt of the Purchase Order will incur a minimum charge of 50% (of net) for cancellation. Once factory scheduling has commenced, cancellations will not be accepted.

## SPECIFICATIONS

Detailed specifications are available upon request. Tayco reserves the right to make changes in materials, dimensions, style or specifications if the changes will improve an item's quality or appearance.

## STORAGE

All goods are payable within the specified acknowledged terms from the date of substantial completion of manufacturing. Pick up orders have a five day storage grace period. In the event that the Purchaser requests postponement of delivery beyond this 5 days, the Purchaser must exercise one of two options:

1. Immediately remove the goods with the carrier of their choice
2. Immediately transfer the goods to a storage facility of the Purchaser's choice at the risk and expense of the Purchaser. Such transfer to storage shall be deemed as delivery to the Purchaser for all purposes, including invoicing, payment and liability.
3. Subject to availability, in the sole discretion of Tayco, the product may be stored at Tayco for a fee of \$32.00 per skid, per day plus handling charges, insurance and any additional costs.

Subject to Tayco's written permission, if Tayco is receiving non-Tayco products to ship and install with Tayco products the following charges will apply:

- In-Fee: \$32.00 per skid, per day
- Resource/Handling Fee: \$75.00 per hour / \$75.00 minimum for under one hour
- Storage fee: \$32.00 per skid, per day
- Charge for installation of non-Tayco product will be quoted by the Tayco Installation Department

If the non-Tayco products arrive loose, not on a skid or require re-packing the following charges will apply:

- Destuffing/Hand-Bomb of Material: \$150.00 minimum for less than 25 items / \$250.00 minimum if over 25 items
- Repack Fee: \$150.00 per skid
- Resource/Handling Fee: \$75.00 per hour / \$75.00 minimum for under one hour
- Storage Fee: \$32.00 per skid, per day

Products without a Tayco Purchase Order number issued by Tayco's Purchasing Department and a Non-Tayco Item Receiving Form found online will not be received. Charges do not apply to GSA teaming agreement orders.

## BACK CHARGES

Tayco will not accept charges for expenses incurred by the Purchaser in expediting shipments, for the repair of damage caused by others or for delay of any shipment. Deductions from invoice payments are not permitted unless authorized in writing by Tayco. Back charges for Tayco approved claims must be submitted with the claim request or submitted within 2 months of the approved claim arriving at the requested location. Cost approval is subject to Tayco's full discretion.

## ORDER DELAYS

Tayco's Order Acknowledgement will state a shipping date, which is Tayco's best estimate at the time the order is acknowledged. However, Tayco shall not incur any obligation or liability to the Purchaser for failure to ship by the specified date unless Tayco has agreed to an unequivocal, firm shipping date in a separately signed written document, executed by authorized personnel at Head Office. Tayco holds no liability for any failure to deliver or any delay in delivering or performing any obligation due to any cause outside the reasonable control of Tayco, including but not limited to, fire, flood, bad weather, war, terrorism, civil disturbance, riot, act of government, government regulation, governmental restriction on export or import, currency restriction, labor dispute, strike, plant shutdown, unavailability of materials, equipment failure or failure of supplier, carrier or subcontractor to deliver on time or otherwise perform.

## FREIGHT TERMS

All goods are sold F.O.B. Tayco, Toronto, Canada, unless otherwise stipulated by Tayco.

All shipments are LTL (less than truckload) dock-to-dealer dock, non-timed delivery, Monday through Friday, 8 a.m. to 4 p.m. continental Canada and United States of America only.

The following services may be arranged for an extra charge and must be clearly noted on the Purchase Order: cross docking, delivery after hours, holidays or weekends, residential or inside delivery, delivery to government buildings or schools, use of special equipment, delivery to an end user, delivery by appointment or within specific time requirements, beyond shipments and out of territory shipments.

Tayco will provide customers with an anticipated date of delivery. Every effort is made to adhere to the prescribed delivery date; however, neither Tayco nor the carrier will guarantee or be held responsible in any manner for delays or deviation from the planned delivery date.

Drivers are not responsible or permitted to assist in the off-load of product.

Dealer may incur additional carrier Accessorial charges for:

- No loading dock
- Detention charges
- Street unload
- Lift gate required
- Redirect of product
- Refusal of product
- Can not accommodate certain size of trucks
- Storage
- Unloading time

### LTL Shipments (Less than Truckload)

All LTL shipments are based on 52 foot trailer loading to dealer doc. Freight companies allow 30 minutes to unload. After such time there will be an additional cost of \$150.00 for every hour or part thereof while the truck is on site. The dealer/customer will be billed for any extra time. Any charges arising from re-routing while in transit or carrier storage charges will be responsibility of the dealer/customer.

### TL Shipments (Truckload)

Freight companies allow 2 hours to unload. After such time there will be an additional cost of \$150.00 for every hour or part thereof while the truck is on site. The dealer/customer will be billed for any extra time.

Any requests for specific delivery times and drop shipments to job sites for truckload shipments must be separately quoted. Tayco is not responsible for any costs incurred for late deliveries, including labor or other charges resulting from unforeseen delays. Carriers typically allow for a 2-4 hour delivery window, even when a set delivery time is requested and paid for. Tayco is not responsible for any damages nor labor for unloading products.

Group shipping and consolidated orders is done at Tayco's discretion with normal shipping conditions. Additional charges will apply for timed deliveries that are less than a FTL or other special conditions for group shipped items.

## PACKAGING REQUIREMENTS

All items shipped outside of the areas covered by the standard policy must be securely packed in crates to ensure the safe transport of goods. Crating incurs an additional cost, and the crating process will add 2 to 3 extra days to the acknowledged ship date and is subject to additional costs. Connect with your Customer Experience Rep for additional details.

## FREIGHT & DAMAGE CLAIMS

Tayco is not responsible for damage that occurs in transit or in storage. The carrier signs for all goods received in good order from Tayco. It is the Purchaser's responsibility to examine goods upon receipt and file any claims with Tayco.

Tayco will file freight claims for loss or damage if the following policy is followed. The following requirements must be met by the consignee in accordance with freight laws and carrier policies:

- All damages must be reported in writing to Tayco within 2 business days of receipt and must be submitted with digital photos of the damage, including all original packaging. Obvious damages and shortages must be noted on the bill of lading prior to signing for the delivery (i.e. dented cartons, missing pieces, scratched surfaces). Failure by the Purchaser to make any claim against Tayco within 48 hours shall constitute acceptance of the goods and waive the right to claim any apparent, errors or shortages.
- A detailed list of missing or damaged pieces is required in order to assess the value of the claim. Upon receipt of this information, Tayco will contact the carrier and request an inspection or waiver thereof.
- In the case of concealed damage, Tayco must be informed in writing with digital photos of the product and all packaging materials within 48 hours of receipt of product. All damaged product and packaging must be preserved as received pending an inspection or waiver of inspection by the carrier. All product that has a claim pending against it must be available for carriers to salvage once the claim is paid.
- Tayco specifically denies any claims for beyond, cross docking or second party installation or re-freighting.

Failure to adhere to these policies and procedures will result in claim responsibility shifting from Tayco to the consignee.

All claims are to be submitted through the online submission form and contain all information requested in order to properly review a claim. Response time within the claims form is 48-72 hours.

Items shipped without proper crates as the beyond point shipment location was not disclosed to Tayco or the crating was refused by the customer, they will not qualify for any approval on freight damage or concealed damage claims. It is imperative that all shipments comply with our crating standards to guarantee the integrity of the products during transportation. Claims must be submitted following FREIGHT & DAMAGE CLAIMS and CONCEALED DAMAGE AND MISSING CLAIMS policy and procedures.

In the event of an approved claim, Tayco will cover the freight to areas covered by the standard freight policy.

## BEYOND POINT FREIGHT RESPONSIBILITY

Tayco's standard freight policy applies to shipments to Continental USA and Canada North America, excluding Yukon, Northwest Territories, Nunavut, and Alaska. For deliveries beyond the areas covered by the standard policy, it becomes the sole responsibility of the dealer to arrange and manage the shipping of products to their designated destinations.

## CONCEALED DAMAGE AND MISSING CLAIMS

Concealed damage refers to any damage that does not become apparent until the merchandise has been unpacked. The receiver of the merchandise must file for concealed loss or damage with Tayco within 10 business days of the receipt of product. Photos of concealed damage must accompany the claim and show the product with the original packaging. Photos taken after the installation of the product is complete will not be accepted for proof of concealed damage.

In the event of a delayed installation the following MUST be provided to Tayco:

- Photos of original shipment with original packaging in original location delivered.
- Photos of original shipment with original packaging in secondary (install site) location.

Missing Items refers to any components ordered by the purchaser that are reflected on the Order Acknowledgement that were not received and does not become apparent until the merchandise has been unpacked. The receiver of the merchandise must file for any missing components with Tayco within 10 business days of the receipt of product. Photos of all products received must be provided with the claims submission. It is to Tayco's discretion to deny or approve the claim submission for missing components and verify what was produced and received by the purchaser.

All claim submission for consideration must be submitted through the online portal found on the Tayco website.

## TERMINATION

If at any time Tayco is reasonably led to believe that its interests are imperiled, Tayco may, without prejudice, terminate any order immediately or may defer shipment until the situation is remedied to Tayco's satisfaction. Reasons for order termination include, but are not limited to, the following: default in payment of any sum due to Tayco, breach of any of the terms and conditions of an order or other contract with Tayco, a material change in ownership or form of the purchasing organization or if at any time the Purchaser's financial condition becomes unsatisfactory to Tayco.

## RETURN MERCHANDISE

It is not Tayco's policy to accept returned product. In extenuating circumstances the return of product may be approved by Tayco. The Purchaser must request a Return Authorization Form from Tayco. All such returns must be shipped freight prepaid including duty and brokerage fees unless otherwise indicated by Tayco. Standard items are subject to a minimum restocking charge of 50% of the net value of the returned items. COD (cash on delivery) returns will not be accepted.

## REPAIRS

Liability for the repair of items will be limited to repair or replacement. Tayco will not issue credit allowances for any repairs without Tayco's prior written consent and any repair costs must be agreed to by Tayco prior to the commencement of any work.

## REPLACEMENT PARTS

Replacement parts will be processed as a priority. Please consult with Customer Service for prices and include product codes and descriptions with your Purchase Order.

## TAYCO INSTALLATION

Tayco Installation will be scheduled in coordination with the estimated dispatch date noted on the order acknowledgement. Purchaser agrees to and understands that not all installations will be scheduled on date of estimated dispatch date and will be dependant on the Tayco installation team's schedule and availability. Customers who are unable to complete installation within the timeline given by Tayco installation, are subject to storage charges 5 days beyond the estimated dispatch date in coordination with Tayco's Storage terms noted above.

For confirmation of installation date, customer has 48 hours to confirm date given by Tayco Installation team. If unable to confirm within 48 hours, the order is subject to scheduling adjustment to align with availability from Tayco installation team.

Installation claims will only be accepted up to 72hrs after installation has been completed and signed off on by the Customer.

Installations will take place during regular business hours, unless requested otherwise, which will result in additional charges. Regular business hours for Tayco installation are 7:30AM-4PM

All installation sites Tayco work on are to be clear of debris and construction material. Any variances to supplied drawings that affect installation of products will be at the cost of the dealer. It is the customer's responsibility to arrange any complete any electrical and/or data connections as well as for arranging removal of waste packaging material from site.

Tayco installations can be cancelled up to 2 weeks before the scheduled installation date. If cancelled within the 2 weeks before the scheduled installation date, a cancellation fee of 50% of the original installation cost will be charged to the customer.

Additional fee's will be incurred for, but are not limited too:

- Stair Carry
- Street Offload
- Beyond destinations
- Movement of existing furniture
- Reconfigurations
- After hours installation or delivery

## TAYCO QUOTES

All quotes requested by to the Tayco Commercial Space design team, will be valid for 30 days from receipt of the quote. After the 30 days, if ordering the quote, it will need to be re-quoted to ensure pricing and drawing accuracy. Tayco has the discretion to void warranty on a special item as suggested by our engineering department at any point. Specials being ordered must be signed off by the dealer prior to order submission. Submission of an order with a special item quoted validates the review of the item.

## INFRINGEMENT AND INDEMNIFICATION

Purchaser agrees to indemnify and undertakes to hold Tayco harmless from and against all direct, punitive, indirect, incidental, special exemplary or aggravated damages (including without limitation, Tayco reasonable attorneys and other professional fees and costs of litigation), directly or indirectly, arising out or resulting from any suits, proceedings, claims, demands, investigations or actions of any nature or kind whatsoever (including those for personal injury or death) asserted by other persons or entities against Tayco as a result of: (a) the actions or inaction of Purchaser; (b) the negligence, misconduct or violation of any applicable law by Purchaser; (c) the use, misuse or application of the Product by anyone including the use of the Product in a manner and for purposes for which the Product was not intended; (d) any actual or alleged infringement or misappropriation of any intellectual property right, domestic or foreign, that may arise from the making, using or selling of any part or product or the use of any process by Purchaser; and (e) inaccuracies in information disclosed to Tayco from Purchaser. Tayco agrees to indemnify and hold harmless the Purchaser from and against all direct, punitive, indirect, incidental, special exemplary or aggravated damages (including without limitation, Purchaser's reasonable attorneys and other professional fees and costs of litigation), directly or indirectly, arising out or resulting from any suits, proceedings, claims, demands, investigations or actions of any nature or kind whatsoever (including those for personal injury or death) asserted by other persons against Tayco as a result of any infringement or misappropriation of any intellectual property right, domestic or foreign, arising from Purchaser's use of the Product as determined by a court of competent jurisdiction in a final non-appealable decision. Tayco's indemnity shall not apply if the Product was developed by a person or entity other than Tayco, it is modified in any way by Purchaser or any other party or it is used in a manner other than that intended by Tayco. If a claim against Tayco results in any injunction or any other order that would prevent Tayco from supplying Product or if the result of such a claim would, in the reasonable opinion of Tayco, otherwise cause Tayco to be unable to supply such Product, Tayco shall have the right, at its option, if it so chooses, to: (a) secure an appropriate license to permit Tayco to continue supplying such Product to Purchaser; (b) modify the such Product so that it becomes non-infringing, provided that any modification does not cause any material change to the operation or performance of Product; and/or (c) replace the Product with a non-infringing but practically equivalent product.

prevent Tayco from supplying Product or if the result of such a claim would, in the reasonable opinion of Tayco, otherwise cause Tayco to be unable to supply such Product, Tayco shall have the right, at its option, if it so chooses, to: (a) secure an appropriate license to permit Tayco to continue supplying such Product to Purchaser; (b) modify the such Product so that it becomes non-infringing, provided that any modification does not cause any material change to the operation or performance of Product; and/or (c) replace the Product with a non-infringing but practically equivalent product. If any claim is made by a party on the basis of which indemnification may be sought under this section, the party entitled to indemnification shall give notice of such claim to the party liable for such indemnification promptly after the indemnified party has received notice of such claim. The indemnifying party shall have the right to defend and/or settle such claim at its expense, provided that it does so diligently and in good faith. The indemnified party shall cooperate with such defense and/or settlement and shall have the right to participate in (but not to control) such defense and/or settlement at its expense. No settlement shall be entered into unless the indemnified party shall be released from all liability for such claims.

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, THE PROVISIONS OF THIS ARTICLE CONSTITUTE PURCHASER'S SOLE REMEDY UNDER THIS AGREEMENT WITH RESPECT TO ANY CLAIM OF INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS ARTICLE, TAYCO MAKES NO REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND WITH RESPECT TO ANY SUCH CLAIM, AND TAYCO DISCLAIMS ANY AND ALL IMPLIED WARRANTIES RELATING THERETO, INCLUDING BUT NOT LIMITED TO NON-INFRINGEMENT OF ANY RIGHTS OF THIRD PARTIES.

## FIT-FOR-USE

The purchaser is solely responsible for determining whether the Product is fit for its intended purpose and if it is suitable for Purchaser's method of application.

Accordingly, Tayco is not responsible for the results or consequences of use, misuse, or application of its Product by any person or entity.

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, THE PROVISIONS OF THIS SECTION CONSTITUTE PURCHASER'S SOLE REMEDY UNDER THIS AGREEMENT WITH RESPECT TO ANY DEFECTIVE PRODUCT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS SECTION, TAYCO MAKES NO REPRESENTATION, WARRANTY, OR CONDITION OF ANY KIND BY STATUTE, USAGE, CUSTOM OF THE TRADE OR OTHERWISE WITH RESPECT TO ANY PRODUCT, AND TAYCO DISCLAIMS ANY AND ALL IMPLIED WARRANTIES RELATING THERETO, INCLUDING, BUT NOT LIMITED TO ANY AND ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY INTENDED OR PARTICULAR PURPOSE. BRC SHALL NOT BE LIABLE, AND PURCHASER WAIVES ALL CLAIMS AGAINST TAYCO, FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR COMMERCIAL LOSSES, WHETHER OR NOT BASED UPON TAYCO'S NEGLIGENCE OR BREACH OF WARRANTY OR STRICT LIABILITY IN TORT OR ANY OTHER CAUSE OF ACTION, EVEN IF TAYCO MAY HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF.

TAYCO WILL NOT BE LIABLE TO PURCHASER FOR ANY LOSS, DAMAGE, OR INJURY TO PERSONS OR PROPERTY RESULTING FROM THE HANDLING, STORAGE, TRANSPORTATION, RESALE, OR USE OF ITS PRODUCTS WHATSOEVER. IN NO EVENT WILL TAYCO'S LIABILITY UNDER OR IN CONNECTION WITH THE SALE OF PRODUCT BY TAYCO EXCEED THE LESSER OF THE PURCHASE PRICE OR THE UNDEPRECIATED VALUE OF THE SPECIFIC PRODUCT AS TO WHICH THE CLAIM IS MADE.

The rights and obligations of the Purchaser under this section shall survive the expiration of the term or termination of this Agreement for the duration of the applicable warranty period.

## SCHEDULING

Tayco Installation will be scheduled in coordination with the estimated dispatch date noted on the order acknowledgement.

Purchaser agrees to, and understands that not all installations will be scheduled on date of estimated dispatch date and will be dependant on the Tayco installation team's schedule and availability.

For confirmation of installation date, customer has 48 hours to confirm date given by Tayco Installation team. If unable to confirm within 48 hours, the order is subject to scheduling adjustment to align with availability from Tayco installation team.

Installations will be scheduled during regular business hours, unless requested otherwise (which will result in additional charge). Regular business hours for Tayco installation are Monday to Friday, 7:30AM-4PM.

## SITE CONDITIONS

The Tayco installation checklist stating the site conditions must be filled out for every order where a Tayco installation is required. Any undisclosed information that affects/disrupts/delays the installation is subject to a charge back to the client.

Installation location must be clear of debris and construction material or any other items that could interfere with product installation.

## ELECTRICS

It is the client's responsibility to coordinate the installation of any electrical and/or data connections related to the furniture.

## PRODUCT DEFICIENCY

Claims such as product flaws/damages, incorrect finish etc. on products installed will only be accepted up to 72hrs after installation has been completed. Approval is at the discretion of the Warranty and Claims department.

Tayco will not be responsible for product damages after installation if the site is still under construction.

## INSTALLATION

For products shipped outside the areas covered by the standard freight policy, installation costs will be subject to the standard BACK CHARGE process. Expenses such as flights, car rentals, accommodations, and meals for the installation crew are not included in this policy. The customer is required to arrange and bear the costs associated with these additional expenses.

## INSTALLATION WARRANTY

A service warranty call can be requested within 2 weeks of the installation completion date.

The request must be related to the installation itself and not the product (product defect will go through usual claims process) but does not need to be a deficiency (i.e. client can request the furniture location/position be changed due to preference at no charge). All request must be sent through [installation@tayco.com](mailto:installation@tayco.com) for review and validation.

## CANCELLATIONS

Tayco installations can be cancelled up to 2 weeks before the scheduled installation date. If cancelled within the 2 weeks before the scheduled installation date, a cancellation fee of 50% of the original installation cost will be charged to the client.

## ADDITIONAL FEES

Additional fees will be incurred for, but are not limited to the following:

- Stair Carry
- Street Offload
- Beyond destinations
- Loss Time due to any miscommunication from dealer/client
- Movement of existing furniture
- Reconfigurations
- After hours installation or delivery
- Delays during installation due to site conditions (i.e. active construction)

## OTHERS

For orders over \$100,000 LIST or with special conditions such as after hours or stair carry requirements, please contact [installation@tayco.com](mailto:installation@tayco.com) for a special quote.

Only value of noted deficiencies may be withheld on invoice payment.